



# भारत का राजपत्र The Gazette of India

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No. 38]

NEW DELHI, SATURDAY, SEPTEMBER 20, 1986/BHADRA 29, 1908

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than  
the Ministry of Defence).

गृह मंत्रालय

नई दिल्ली, 4 सितम्बर, 1986

का. प्रा. 3158.—केन्द्रीय सरकार, जोच आयोग अधिनियम 1952  
(1952 का 60) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते  
हुए, भारत सरकार के गृह मंत्रालय की अधिसूचना संख्या का. प्रा. 1245  
दिनांक 29 मार्च, 1986 में निम्नलिखित संशोधन करती है, अर्थात् :  
उक्त अधिसूचना में "31 जुलाई, 1986"

शब्दों के स्थान पर "31 दिसम्बर, 1986" शब्द  
प्रतिस्थापित किए जायेंगे।

[सं. 11012/187/85-एन ई-IV]  
एन. एस. शर्मा, संयुक्त सचिव

MINISTRY OF HOME AFFAIRS  
New Delhi, the 4th September, 1986

S.O. 3158.—In exercise of the powers conferred by Sec-  
tion 3 of the Commissions of Inquiry Act, 1952 (60 of  
1952), the Central Government hereby makes the following  
amendment in the notification of the Government of India

in the Ministry of Home Affairs S.O. No. 1245 dated the  
29th March, 1986, namely :—

"In the said notification the words "31st July, 1986"  
shall be substituted by words "31st December, 1986."

[F. No. 11012/187/85-NE. IV]  
S. S. SHARMA, Jt. Secy.

कामिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कामिक और प्रशिक्षण विभाग)

नई दिल्ली, 4 सितम्बर, 1986

का. प्रा. 3159.—राष्ट्रपति, संविधान के अनुच्छेद 309 के परामर्श  
तथा अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते  
हुए, और भारतीय सेवा परीक्षा और सेवा विभाग में सेवा करने वाले  
व्यक्तियों के संबंध में, भारत के नियंत्रक और महालेखापरीक्षक से परामर्श  
के पश्चात् केन्द्रीय सिविल सेवा (आवरण) नियम, 1964 में और संशोधन  
करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

- (1) इन नियमों का नाम "केन्द्रीय सिविल सेवा (आवरण) संशोधन  
नियम, 1986" है।
- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा (प्राचरण) नियम, 1964 में, नियम 18 के उपनियम (3) में "2000 रु." और "1000" रु. श्रृंखलाओं के स्थान पर क्रमशः "5000 रु." और "2500 रु." श्रृंखलाओं के स्थान पर रखे जाएंगे।

[सं. 11013/5/86-स्था (क)]

ए. जयरामन, निदेशक

## MINISTRY OF PERSONNEL, P.G. & PENSIONS

(Department of Personnel & Training)

New Delhi, the 4th September, 1986

S.O. 3159.—In exercise of the powers conferred by the proviso to article 309 read with clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor-General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Conduct) Rules, 1964, namely :—

1. (1) These rules may be called the Central Civil Services (Conduct) Amendment Rules, 1986.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Conduct) Rules, 1964 in rule 18 in sub-rule (3), for the abbreviation and figures 'Rs. 2,000' and 'Rs. 1,000' the abbreviation and figures 'Rs. 5,000' and 'Rs. 2,000' shall respectively be substituted.

[No. 11013/5/86-Estt.(A)]

A. JAYARAMAN, Director

## वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 20 मई, 1986

(आयकर)

का. आ. 3160 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (24ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "श्री काशी मठ संस्थान, बम्बई" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6721/का. सं. 197-प/10/82-आ. क. (नि. 1)]

## MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 20th May, 1986

(INCOME-TAX)

S.O. 3160.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shree Kashi Mutt Sansthan, Bombay" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6721/F. No. 197A/10/82-IT(AI)]

का. आ. 3161 :—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते

हुए, केन्द्रीय सरकार एतद्वारा उक्त धारा के प्रयोजनार्थ, "अरुलमिगु मन्दिपुरीस्वरस्वामी टैम्पल तिरुपुराय पुण्डो ताल्लुका, त्रिसा तंजौर" को कर-निर्धारण वर्ष 1980-81 से 1986-87 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6722/का. सं. 197/198/83-आ. क. (नि.-1)]

S.O. 3161.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arulmigu Mandhirapuriswamy Temple, Thirurapurpoonde Taluk, Tanjore Distt." for the purpose of the said section for the period covered by the assessment years 1980-81 to 1986-87.

[No. 6722/F. No. 197/198/83-IT(AI)]

का. आ. 3162 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "क्रिश्चन इन्स्टीट्यूट फॉर स्टडी ऑफ रिलीजियन एण्ड सोसायटी, बंगलूर" को कर-निर्धारण वर्ष 1983-84 से 1986-87 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6723/का. सं. 197/120/83-आ. क. (नि.-1)]

S.O. 3162.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Christian Institute for the Study of Religion and Society, Bangalore" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1986-87.

[No. 6723/F. No. 197/120/83-JT(AI)]

नई दिल्ली, 27 मई, 1986

का. आ. 3163 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, "श्री चक्रपाणिस्वामी मन्दिर, कुम्बकोणम" को समस्त तमिलनाडु राज्य में विख्यात ऐतिहासिक महत्व के स्थान के रूप में अधिसूचित करती है।

[सं. 6734/का. सं. 176/4/86-आ. क. (नि.-I)]

New Delhi, the 27th May, 1986

S.O. 3163.—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Chakrapaniswami Temple, Kumbakonam" as a place of historical importance renowned throughout the state of Tamil Nadu.

[No. 6734/F. No. 176/4/86-IT(AI)]

नई दिल्ली, 28 मई, 1986

का. आ. 3164 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, "वि. लैट इन्डो. बी. मेहता जोरोस्त्रियन भ्रंजुमत' प्रताप प्रदार्ते" को समस्त पश्चिम बंगाल राज्य में विख्यात सार्वजनिक पूजास्थल के रूप में अधिसूचित करती है।

[सं. 6735/का. सं. 197/19/86-आ. क. (नि.-I)]

वी. सक्सेना, उप सचिव

New Delhi, the 28th May, 1986

S.O. 3164.—In exercise of the powers conferred by sub-section 2 (b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Late Ervad D. B. Mehta's Zoroastrian Anjuman 'Atash Adaran'" to be a place of public worship of renown throughout the state of West Bengal.

[No. 6735/F. No. 197/19/86-IT(AI)]

P. SAXENA, Dy. Secy.

नई दिल्ली, 26 जून, 1986

(आयकर)

का. आ. 3165 :—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 8 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) (वैतीम/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् ;

- (i) यह कि द आई रिसर्च फाउण्डेशन, मद्रास अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा ।
- (ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकारित किया जाए और उसे सूचित किया जाए ।
- (iii) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय वार्षिक रूप अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां वार्षिक रूप तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन वस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी ।
- (iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि, बढ़ाने के लिए आवेदन करेगी । आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना पत्र रद्द कर दिया जाएगा ।

संस्था

"द आई रिसर्च फाउण्डेशन", (विजय हास्पिटल) 180, एन. एस. कृष्णन सलाय, वादापालानी, मद्रास-600026 ।

यह अधिसूचना 17-3-1986 से 31-3-1988 तक की अवधि के लिए प्रभावी है ।

[सं. 6778/का. सं. 203/138/85 आ.क. (नि.-II)]

New Delhi, the 26th June, 1986

INCOME-TAX

S.O. 3165.—It is hereby notified for general information that the Institution mentioned below has been approved by

Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five|One|Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Eye Research Foundation, Madras will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

"The Eye Research Foundation, (Vijaya Hospital), 180, N. S. Krishnan Salai, Vadapalani, Madras-600026".

This Notification is effective for a period from 17-3-1986 to 31-3-1988.

[No. 6778/F. No. 203/138/85-IT (A-II)]

नई दिल्ली, 1 जुलाई, 1986

का. आ. 3166 :—इस कार्यालय की दिनांक 19-6-1982 की अधिसूचना सं. 4751 (का. सं. 203/104/81-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 8 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (i) (वैतीम/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :

- (i) यह कि एसोशियेटेड इलेक्ट्रॉनिक्स रिसर्च, फाउण्डेशन, नई दिल्ली, अपने वैज्ञानिक अनुसंधान के लिए उसके द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा ।
- (ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकारित किया जाए और उसे सूचित किया जाए ।
- (iii) यह कि उक्त संगम अपनी कुल आय तथा व्यय वार्षिक रूप अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां वार्षिक रूप तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन वस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी ।
- (iv) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से

तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगा। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रायःना-पत्र रद्द कर दिया जाएगा।

संस्था

"एसोसियेटेड इलेक्ट्रॉनिक्स रिसर्च फाउण्डेशन डी-10/4, ओखला इण्डस्ट्रियल एरिया फेज-II, नई दिल्ली-110020"

यह अधिसूचना 15-5-1985 से 31-3-1988 तक की अवधि के लिए प्रभावी है।

[सं. 6784/फा. सं. 203/78/85-आ. फ. (नि.-II)]

New Delhi, the 1st July, 1986

S.O. 3166.—In continuation of this Office Notification No. 4751 (F. No. 203/104/81-ITA.II) dated 19-6-1982, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) That the Associated Electronic Research Foundation New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Associated Electronics Research Foundation, D-10/4, Okhla Industrial Area, Phase-II, New Delhi-110020".

This Notification is effective for a period from 15-5-1985 to 31-3-1988.

[No. 6784/F. No. 203/78/85-IT(A-II)]

नई दिल्ली, 14 जुलाई, 1986

फा. सं. 3167—इस प्रायःना की दिनांक 21-6-1985 की अधिसूचना सं. 6282 (फा. सं. 203/230/84-आ. फ. नि.-II) के तालिका में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैसीस/एक/दो) के प्रयोजनों के लिए "संगम" प्रकार के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :

- ( ) यह कि भगवान श्री रामन महर्षि रिसर्च सेंटर बंगलूर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिसूचित किया जाए और उसे सूचित किया जाए।

(iii) यह कि उक्त "संगम" अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरिचित वार्षिक लेखों की तथा अपनी परिसंपत्तियों, देनदारियों दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर प्रायुक्त को भेजेगी।

(vi) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, विस्तृत मंत्रालय (पञ्चत्व) विभाग नई दिल्ली को अनुमोदन की समाप्ति के तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रायःना-पत्र रद्द कर दिया जाएगा।

संस्था

"भगवान श्री रामन महर्षि रिसर्च सेंटर, 40/41 द्वितीय क्रॉस रोड सोधर पैलेस ऑरचर्ड्स, बंगलूर-560003।"

यह अधिसूचना 1-4-1986 से 31-3-1987 तक की अवधि के लिए प्रभावी है।

[सं. 8796/फा. सं. 203/27/86-आ. फ. (नि.-II)]

New Delhi, the 14th July, 1986

S.O. 3167.—In continuation of this Office Notification No. 6282 (F. No. 203/230/84-ITA.II) dated 21-6-1985, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions—

- (i) That the Bhagawan Sri Ramana Maharshi Research Centre, Bangalore, will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Bhagawan Sri Ramana Maharshi Research Centre, 40/41 2nd Cross Road Lower Palace Orchards, Bangalore-560003".

This Notification is effective for a period from 1-4-1986 to 31-3-1987.

[No. 6796/F. No. 203/27/86-IT(A-II)]



का. मा. 3168.—इस कार्यालय की दिनांक 26-4-1985 की अधिसूचना सं. 6208 (का. सं. 203/242/82-मा. क. नि. 1) के सिनसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैसी/एफ/बी) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि श्री चित्रा तिरुनाल इंस्टीट्यूट ऑफ मेडिकल साइंसेज एण्ड टेक्नोलॉजी, त्रिवेन्द्रम अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और और उसे सूचित किया जाए।
- (iii) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों को तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।
- (iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

#### संस्था

"श्री चित्रा तिरुनाल ऑफ मेडिकल साइंसेज एण्ड टेक्नोलॉजी, त्रिवेन्द्रम-695011"

यह अधिसूचना 21-2-1986 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 6795/का. सं. 203/113/86-मा. क. (नि. II)]

S.O. 3168.—In continuation of the Office Notification No. 6208 (F. No. 203/242/82-ITA. II) dated 26-4-1985 it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty One Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- (i) That Sree Chitra Tirunal Institute for Medical Sciences and Technology, Trivandrum will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its

assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Shri Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum-695011".

[No. 6795/F. No. 203/113/86-ITA-II]

का. मा. 3169.—इस कार्यालय की दिनांक 10-8-1985 की अधिसूचना सं. 5969 (का. सं. 203/121/84-मा. क. नि. II) के सिनसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961, की धारा 35 की उपधारा (1) के खंड (ii) (पैसी/एफ/बी) के प्रयोजनों के लिए 'संगम' प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि बकुल फाइनकेम रिसर्च सेंटर, बम्बई अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र को एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।
- (iv) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

#### संस्था

"बकुल फाइनकेम रिसर्च सेंटर स्टालिन सेंटर, चौथा तल, 16/2 डा. एनी बेसेन्ट रोड, बर्ली, बम्बई-1100018"

यह अधिसूचना 1-4-1985 से 31-3-1987 तक की अवधि के लिए प्रभावी है।

[सं. 6797/का. सं. 203/156/85-मा. क. (नि.-II)]

S.O. 3169.—In continuation of this Office Notification No. 5969 (F. No. 203/121/84-ITA. II) dated 10-9-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five One Two) of the Income-tax Act,

1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Bakul Finechem Research Centre, Bombay will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Bakul Finechem Research Centre, Sterling Centre, 4th Floor, 16/2, Dr. Annie Besant Road, Worli, Bombay-400018".

This Notification is effective for a period from 1-4-1985 to 31-3-1987.

[No 6797/F. No. 203/156/85-IT(A-II)]

का. भा. 3170.—सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6, के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (iii) (पैसी/एक/सीन) के प्रयोजनों के लिए "संस्था" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि सोशियल पॉलिसी रिसर्च इंस्टीट्यूट, जयपुर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- (ii) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।
- (iii) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखाओं की तथा अपनी परिसंपत्तियां, वेन्यारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।
- (iv) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय, (राजस्व विभाग) नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर आर्चना-पत्र रद्द कर दिया जाएगा।

#### संस्था

"सोशियल पॉलिसी रिसर्च इंस्टीट्यूट, बी-3 हॉस्पिटल रोड जयपुर-302001"।

यह अधिसूचना 11-3-1986 से 31-3-1988 तक की अधि के लिए प्रभावी है।

[सं. 6794/का. सं. 203/211/85-IT. का. (वि.-II)]  
के. के. त्रिपाठी, उप सचिव

S.O. 3170.—It is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

- (i) That the Social Policy Research Institute, Jaipur will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Social Policy Research Institute, B-3, Hospital Road, Jaipur-302001".

This Notification is effective for a period from 17-3-1986 to 31-3-1988.

[N. 6794/F. No. 203/21/85-IT(A-II)]

K. K. TRIPATHI Dy. Secy.

नई दिल्ली, 14 जुलाई, 1986

का. भा. 3171.—इस कार्यालय की दिनांक 12-10-1984 की अधिसूचना सं. 6020 का (का. सं. 203/184/84-आ. क. वि. II) के तिसरिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम 1962 के नियम 6 के साथ पठित आयकर अधिनियम 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैसी/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (1) यह कि डा. जिवराज मेहता स्मारक हृथ फाउण्डेशन, अहमदाबाद अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(2) यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(3) यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष, 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।

(4) यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

“डा. जिवराज मेहता स्मारक हेल्थ फाउण्डेशन, आरोग्यधाम, निकट अयोजन नगर, अहमदाबाद-380007.”

यह अधिसूचना 1-4-1986 से 31-3-1987 तक की अवधि के लिए प्रभावी है।

[सं. 6799/फा. सं. 203/30/86-आ. क. नि. (अ. II)]

New Delhi, the 14th July, 1986

S.O. 3171.—In continuation of this Office Notification No. 6020-A (F. No. 203/184/84-ITA.II) dated 12-10-84, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five|One|Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Association” subject to the following conditions:—

- (i) That the Dr. Jivraj Mehta Smarak Health Foundation, Ahmedabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

“Dr. Jivraj Mehta Smarak Health Foundation, Arogya-dham, Near Ayojanagar, Ahmedabad-380007.”

This Notification is effective for a period from 1-4-1986 to 31-3-1987.

[No. 6799/F. No. 203/30/86-ITA-II]

का. का. 3172:—इस कार्यालय की दिनांक 9-8-1984 की अधिसूचना सं. 5939 (फा. सं. 203/146/83 (आ. क. नि.-II) के सिलसिले में सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के माध्यम से आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैनीम/एक/दो) के प्रयोजनों के लिए “संगम” श्रवण के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

(1) यह कि सोसाइटी ऑफ इण्डियन प्लांट टेक्सोनोमिस्ट्स, अलाहाबाद अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक् लेखा रखेगा।

(2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजना के लिए अधिकृत किया जाए और उससे सूचित किया जाए।

(3) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां दर्शाते हुए तुलन-पत्र की एक-एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगी।

(4) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

संस्था

“सोसाइटी ऑफ इण्डियन प्लांट टेक्सोनोमिस्ट्स, 106, टैगोर टाउन, अलाहाबाद-211002.”

यह अधिसूचना 1-4-1986 से 31-3-1989 तक की अवधि के लिए प्रभावी है।

[सं. 6800/फा. सं. 203/38/86-आ. क. नि.-II]

S.O. 3172.—In continuation of this Office Notification No. 5939 (F. No. 203/146/83-ITA.II) dated 9-8-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purpose of clause (ii) of sub-section (1) of Section 35 (Thirty five|One|Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category “Association” subject to the following conditions:—

- (i) That the Society of India Plant Taxonomists, Allahabad will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- (iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance Department of Revenue, New Delhi, 3 months in advance be-

for the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Society of Indian Plant Taxonomists, 106, Tagore Town, Allahabad-211002."

This Notification is effective for a period from 1-4-1986 to 31-3-1989.

[No. 6800/F. No. 203/38/86-ITA-II]

का. भा. 3172.—इस कार्यालय की दिनांक 21-3-1984 की अधिसूचना संख्या 5720 (फा. सं. 203/115/82-आ. क. नि. II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैतिस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

(1) यह कि मुकुन्द फाउन्डेशन फॉर एग्रीकल्चरल रिसर्च, कोयम्बटूर अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(2) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किया जाए और उसे सूचित किया जाए।

(3) यह कि उक्त संस्था अपनी कुल आय तथा व्यय वृत्ति हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंपत्तियां, देनदारियां वृत्ति हुए तुलन-पत्र की-एक एक प्रति, प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर प्रायुक्त को भेजेगी।

(4) यह कि उक्त संस्था केन्द्रीय प्रत्यक्ष कर बोर्ड, वित्त मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समाप्ति से तीन माह पूर्व और अवधि बढ़ाने के लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार देरी पर होने पर प्रार्थना पत्र रद्द कर दिया जाएगा।

#### संस्था

"मुकुन्द फाउन्डेशन फॉर एग्रीकल्चरल रिसर्च, 8-बी, ईस्ट पेरयासासी रोड, भार. एस. पुरम, कोयम्बटूर-641002,"

यह अधिसूचना 1-4-1983 से 31-3-1987 तक अवधि के लिए लिए प्रभावी है।

[सं. 6798/फा. सं. 203/103/85-आ. क. नि.-II]

S.O. 3173.—In continuation of this Office Notification No. 5720 (F. No. 203/115/82-ITA-II) dated 21-3-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific & Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

(i) That the Mukund Foundation for Agricultural Research, Coimbatore will maintain a separate account of the sums received by it for scientific research.

(ii) That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.

(iii) That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

(iv) That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Mukund Foundation for Agricultural Research, 8-B, East Periasamy Road, R. S. Puram, Coimbatore-641002."

This Notification is effective for a period from 1-4-1983 to 31-3-1987.

[No. 6798/F. No. 203/103/85-ITA-II]

का. भा. 3173.—सर्वसाधारण की सूचना के लिए एतद्वारा अधिसूचित किया जाता है कि इस मंत्रालय (राजस्व और जीवन बीमा विभाग) की दिनांक 23-9-1969 की अधिसूचना संख्या 123 (फा. सं. 11/15/69-आ. क. नि.-II) और दिनांक 23-3-1971 की संख्या 88 (फा. सं. 11/15/69-आ. क. नि.-II) द्वारा भारतीय कृषि उद्योग प्रतिष्ठान (भारतीय एग्रोइंडस्ट्रीज फाउन्डेशन), उरुली-कांचन, जिला पूना को आयकर अधिनियम, 1961 की धारा 35(1) (ii) के अन्तर्गत लिए गए अनुमोदन का एतद्वारा अधिश्रमण किया जाता है और 31-3-1987 तक ही मान्य किया जाता है।

[संख्या : 6801/फा. सं. 203/181/85-आ. क. नि.-II]

S.O. 3174.—It is hereby notified for general information that the approval granted under section 35(1)(ii) of the Income-tax Act, 1961 to the Bhartiya Krishi Udyog Pratishthan (Bhartiya Agra-Industries Foundation), Uruli-Kanchan, District Poona vide Ministry of Finance (Department of Revenue and Insurance) Notification Nos. 123 (F. No. 11/15/69-ITA. II) dated 23-9-1979 and 88 (F. No. 11/15/69-ITA. II) dated 23-3-1971, is hereby superseded and is made valid only upto 31-3-1987.

[No. 6801 (F. No. 203/181/85-ITA-II)]

नई दिल्ली, 16 जुलाई, 1986

का. भा. 3175.—इस कार्यालय की दिनांक 23-4-85 की अधिसूचना सं. 6205 (फा. सं. 203/173/84-आ. क. नि.-II) के सिलसिले में, सर्वसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, अर्थात् वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) (पैतिस/एक/दो) के प्रयोजनों के लिए "संगम" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात्:—

(i) यह कि साल चन्द एग्री रिसर्च, ईस्टीन्यूट, नई दिल्ली अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।

(ii) यह कि उक्त संगम अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक

वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिष्ठित किया जाए और उसे सूचित किया जाएगा।

- (iii) यह कि उक्त संगम अपनी कुल आय तथा व्यय दर्शाते हुए अपने संरक्षित वार्षिक लेखों की तथा अपनी परिपत्रिका, देनदारियों तथा हुए तुलन-पत्र की एक-एक प्रति प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर अधिकारी को भेजेगी।

- (iv) यह कि उक्त संगम केन्द्रीय प्रत्यक्ष कर बोर्ड, विल मंत्रालय (राजस्व विभाग), नई दिल्ली का अनुमोदन की समिति से तीन माह पूर्व और अवधि बरतने की लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

#### संस्था

"लाल चन्द एग्रो रिसर्च इंस्टीट्यूट, फ्लैट नं. 4 एंड 5, दूसरा तल, कर्मशिवन कामप्लेक्स, सावित्री सिनेमा के पीछे, ग्रेटर कैलाश-II, चिराग दिल्ली रोड, नई दिल्ली-110048"।

यह अधिसूचना 1-4-1986 से 31-3-1987 तक की अवधि के लिए प्रसारी है।

[नं. 6815/का. सं. 203/73/86-आ. क. नि.-II]

New Delhi, the 16th July, 1986

S.O. 3175.—In continuation of this Office Notification No. 6205 (F. No. 203/173/84-ITA, II) dated 23-4-1985, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of Section 35 (Thirty five/One/Two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- That the Lal Chand Agro Research Institute, New Delhi will maintain a separate account of the sums received by it for scientific research,
- That the said Association will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year,
- That the said Association will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- That the said Association will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Lal Chand Agro Research Institute, Flat No. 4 and 5, 2nd Floor, Commercial Complex, Behind Savitri Cinema, Greater Kailash-II, Chiragh Delhi Road, New Delhi-110048".

This Notification is effective for a period from 1-4-1986 to 31-3-1987.

[No. 6815/F. No. 203/73/86-ITA III]

का. सं. 3176.—इस अधिसूचना की दिनांक 16-6-1984 की अधिसूचना सं. 5865 (फा. नं. 203/130/83-आ. क. नि.-II) के निम्न पत्रों से, सर्वसाधारण की जानकारी के लिए एनडॉ द्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, यद्यपि वैज्ञानिक और औद्योगिक अनुसंधान विभाग, नई दिल्ली ने निम्नलिखित संस्था को आयकर नियम, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (iii) (पैंतीस/एक/तीन) के प्रयोजनों के लिए "संस्था" शर्त के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, यद्यपि—

- यह कि सेंटर फॉर रिसर्च, प्लानिंग एंड एक्शन, नई दिल्ली अपने वैज्ञानिक अनुसंधान के लिए स्वयं द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
- यह कि उक्त संस्थान अपने वैज्ञानिक अनुसंधान संबंधी क्रिया-कलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 अप्रैल तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिष्ठित किया जाए और उसे सूचित किया जाए।
- यह कि उक्त संस्थान अपनी कुल आय तथा व्यय दर्शाते हुए अपने संरक्षित वार्षिक लेखों की तथा अपनी परिपत्रिका, देनदारियों दर्शाते हुए तुलन-पत्र की एक-एक प्रति प्रति वर्ष 30 जून तक विहित प्राधिकारी को प्रस्तुत करेगी तथा इन दस्तावेजों में से प्रत्येक की एक-एक प्रति संबंधित आयकर अधिकारी को भेजेगी।

- यह कि उक्त संस्थान केन्द्रीय प्रत्यक्ष कर बोर्ड, विल मंत्रालय (राजस्व विभाग), नई दिल्ली को अनुमोदन की समिति से तीन माह पूर्व और अवधि बरतने की लिए आवेदन करेगी। आवेदन प्रस्तुत करने में किसी प्रकार की देरी होने पर प्रार्थना-पत्र रद्द कर दिया जाएगा।

#### संस्था

"सेंटर फॉर रिसर्च प्लानिंग एंड एक्शन, 16 दक्षिणेश्वर, 10, देली रोड, नई दिल्ली-110001"।

यह अधिसूचना 1-4-1986 से 31-3-1988 तक की अवधि के लिए प्रसारी है।

[नं. 6816/का. सं. 203/86/86-आ. क. नि.-II]

S.O. 3176.—In continuation of this Office Notification No. 5865 (F. No. 203/130/83-ITA, II) dated 16-6-1984, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Scientific and Industrial Research, New Delhi, the Prescribed Authority for the purposes of clause (iii) of sub-section (1) of Section 35 (Thirty five/One/Three) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions:—

- That the Centre for Research, Planning & Action, New Delhi will maintain a separate account of the sums received by it for scientific research.
- That the said Institute will furnish annual returns, its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year.
- That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income

and expenditure and balance sheet showing its assets, liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.

- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

#### INSTITUTION

"Centre for Research, Planning & Action, 16, Daksheshwar, 10, Hailey Road, New Delhi-110001."

This Notification is effective for a period from 1-4-1986 to 31-3-1988.

[No. 6816/F. No. 203/86/86-ITA-II]

नई दिल्ली, 18 जुलाई, 1986

का.आ. 3177.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 138 की उपधारा (1) के खंड (क) के उपखंड (ii) के अनुसरण में, केन्द्रीय सरकार एतद्वारा उक्त उपखंड के प्रयोजनार्थ उत्तर प्रदेश सतर्कता आयोग, उत्तर प्रदेश, लखनऊ अथवा इस सम्बन्ध में आयोग द्वारा विशेष रूप से प्राधिकृत किसी अधिकारी को निर्दिष्ट करती है।

[सं. 6819 का.सं. 125/43/86-आ.क.नि.-II]

आई. के. बत्रा, अवर सचिव

New Delhi, the 18th July, 1986

S.O. 3177.—In pursuance of sub-clause (ii) of clause (a) of sub-section (1) of Section 138 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the Uttar Pradesh Vigilance Commission, U.P., Lucknow or any officer specifically authorised by the Commission in this behalf for the purpose of the said sub-clause.

[No. 6819/F. No. 225/43/86-ITA. II]

Y. K. BATRA, Under Secy.

नई दिल्ली, 15 सितम्बर, 1986

#### आदेश

का.आ. 3178.—भारत सरकार के अवर सचिव ने, जिसे विदेशी मुद्रा संरक्षण और नक्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश का. सं. 673/95/86-सी. शु.-VIII, तारीख 24-6-1986 यह निर्देश देते हुए जारी किया था कि श्री दीनबन्धु मंडल, मुपुत श्री रवीन्द्रनाथ मंडल, गांव एवं डाकखाना - हकीमपुर, राजवंशीपारा, पी. एम. स्वर्धनगर, जिला 24-पर्गना को प्रेजीडेंसी जेल, कलकत्ता में निरुद्ध कर लिया जाये और अभिरक्षा में रखा जाए ताकि उसे मान की नक्करी करने तथा नक्करी के माग को जाने-ने-जाने और छिपाने में रोक जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके; और

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस महानिरीक्षक, पश्चिम बंगाल, कलकत्ता के समक्ष हाजिर हो।

[का. सं. 673/95/86-सी. शु.- VIII]

एस. के. खत्री, अवर सचिव

New Delhi, the 15th September, 1986

#### ORDER

S.O. 3178.—Whereas the Additional Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/95/86 Cus. VIII dated 24th June, 1986 under the said sub-section directing that Shri Dinabandhu Mondal, S/o Shri Rabindra Nath Mondal, Village & P.O. Hakimpur, Rajbanshipara P.S. Swarnpnagar, District 24-Parganas be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from smuggling goods and engaging in transporting and concealing smuggled goods.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Inspector General of Police, West Bengal, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/95/86-Cus. VIII]

S. K. CHOWDHRY, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 11 जून, 1986

#### आयकर

का.आ. 3179.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) में प्रदत्त शक्तियों का प्रयोग करते हुए और इस सम्बन्ध में पूर्ववर्ती अधिसूचना का आंशिक संशोधन करने हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट रेंजों के अपीलिय सहायक आयकर आयुक्त, आयकर से निर्धारित उन सभी व्यक्तियों और आय को छोड़कर जिन पर क्षेत्राधिकार आयकर आयुक्त (अपील) में निहित है, अनुसूची के स्तम्भ (2) की तत्समयी प्रविष्टि में विनिर्दिष्ट आयकर परिमंडल, बाडों तथा जिलों में आयकर से निर्धारण सभी व्यक्तियों तथा आय के सम्बन्ध में अपने कार्य करेंगे।

#### अनुसूची

रेंज	आयकर परिमंडल, बाडों और जिले
1	2
1. अपीलिय सहायक आयकर आयुक्त, रेंज-I, नई दिल्ली।	(1) इस अधिसूचना की तारीख को अपीलिय सहायक आयुक्त 'न' के और 'ई' रेंज के पास विचाराधीन सभी अपीलों।
2. अपीलिय सहायक आयकर आयुक्त रेंज-II, नई दिल्ली।	(2) आयकर आयुक्त, केन्द्र-III, नई दिल्ली और आयुक्त दिल्ली-IV नई दिल्ली के क्षेत्राधिकार के अंतर्गत आने वाले सभी परिमंडल, बाडों और जिले।
	(1) इस अधिसूचना की तारीख को अपीलिय सहायक आयुक्त 'बी' और 'सी' रेंज के पास विचाराधीन सभी अपीलों।

1	2
	(2) आयकर आयुक्त, दिल्ली-I, II और III, नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।
3. अपीलीय सहायक आयकर आयुक्त, रेंज-III, नई दिल्ली।	(1) इस अधिसूचना की तारीख की अपीलीय सहायक आयुक्त डॉ तथा श्री रेंजों के पास विचारधीन सभी अपीलें। (2) आयकर आयुक्त, दिल्ली-JX नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।
4. अपीलीय सहायक आयकर आयुक्त, रेंज-IV, नई दिल्ली।	(1) इस अधिसूचना की तारीख की अपीलीय सहायक आयुक्त 'ई', 'एफ', 'जी', और 'पी' रेंजों के पास विचारधीन सभी अपीलें। (2) आयकर आयुक्त, दिल्ली-IV, नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।
5. अपीलीय सहायक आयकर आयुक्त, रेंज-V, नई दिल्ली।	(1) इस अधिसूचना की तारीख की अपीलीय सहायक आयुक्त, रेंज 'एच', 'जे' और 'क्यू' के पास विचारधीन सभी अपीलें। (2) आयकर आयुक्त, नई दिल्ली-V, नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।
6. अपीलीय सहायक आयकर आयुक्त, रेंज-IV, नई दिल्ली।	(1) इस अधिसूचना की तारीख की अपीलीय सहायक आयुक्त 'एम', 'यू' और 'एन' रेंज के पास विचारधीन सभी अपीलें। (2) आयकर आयुक्त, दिल्ली-VIII नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।
7. अपीलीय सहायक आयकर आयुक्त रेंज-VII, नई दिल्ली।	(1) इस अधिसूचना की तारीख की अपीलीय सहायक आयुक्त 'आर' रेंज के पास विचारधीन सभी अपीलें। (2) आयकर आयुक्त, दिल्ली-VII, नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।
8. अपीलीय सहायक आयकर आयुक्त, रेंज-VIII नई दिल्ली।	(1) इस अधिसूचना की तारीख की अपीलीय सहायक आयुक्त, एम और एम रेंज के पास विचारधीन सभी अपीलें।

1	2
	(2) आयकर आयुक्त, दिल्ली-X, नई दिल्ली के क्षेत्राधिकार के अन्तर्गत आने वाले सभी परिमंडल, वार्ड और जिले।

यह अधिसूचना 16-6-86 से लागू होगी।

[स. 6749फा.स. 261/11/86-आयकर (न्याय)]

### CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 11th June, 1986

S.O. 3179:—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and in partial modification of the previous notification in this regard, the Central Board of Direct Taxes hereby directs that Appellate Assistant Commissioner of Income-tax of the Ranges specified in column (1) of the Schedule below, shall perform their function in respect of all persons and incomes assessed to Income-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column (2) thereof excluding all persons and Income assessed to Income-tax over which the jurisdiction vests in Commissioners of Income-tax (Appeals).

### SCHEDULE

Range	Income-tax Circles, Wards & Districts
1	2
1. Appellate Asstt. Commissioner of Income-tax, Range-I, New Delhi.	(i) All appeals pending with AACs, A, K and T Ranges on the date of this notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Central J, II, New Delhi and Commissioner of Income-tax, Delhi-VI, New Delhi.
2. Appellate Asstt. Commissioner of Income-tax, Range-II, New Delhi	(i) All appeals pending with AACs, B & C Ranges on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Delhi-I, II and III, New Delhi.
3. Appellate Asstt. Commissioner of Income-tax, Range-III, New Delhi.	(i) All Appeals pending with AACs, D & O Ranges on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Delhi-IX, New Delhi.

1	2
4. Appellate Asstt. Commissioner of Income-tax, Range-IV, New Delhi.	(i) All appeals pending with AACs, E, F, G & P Ranges on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Delhi-IV, New Delhi.
5. Appellate Asstt. Commissioner of Income-tax, Range-V, New Delhi.	(i) All appeals pending with AACs, H, J & Q Ranges on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Delhi-V, New Delhi.
6. Appellate Asstt. Commissioner of Income-tax, Range-VI, New Delhi.	(i) All appeals pending with AACs, M, U and N Ranges on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Delhi-VIII, New Delhi.
7. Appellate Asstt. Commissioner of Income-tax, Range-VII, New Delhi.	(i) All appeals pending with AACs, 'R' Range on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioner of Income-tax, Delhi-VII, New Delhi.
8. Appellate Asstt. Commissioner of Income-tax, Range-VIII, New Delhi.	(i) All Appeals pending with AACs, S and I Ranges on the date of this Notification. (ii) All Circles, Wards and Districts under the jurisdiction of Commissioners of Income-tax, Delhi-X, New Delhi.

This Notification shall take effect from 16-6-1986.

[6749/F. No. 216/II/86-ITJ]

नई दिल्ली, 12 जून, 1986

(आयकर)

का.आ. 3180--आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करन हुए और इस सम्बन्ध में सभी पूर्ववर्ती अधिसूचनाओं का अधिवेशन करने

हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निर्देश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट रेंजों के अपीलार्थी आयकर आयुक्त आयुक्त से विधायित्व उन सभी व्यक्तियों और आय को अधिकार जिस पर क्षेत्राधिकार आयुक्त आयुक्त (प्रभाव) में निहित है, अनुसूची के स्तम्भ (3) की गलतसूची प्रविष्टि में विनिर्दिष्ट आयकर परिमंडलों, वार्डों, और जिलों में आयकर से निर्धारित सभी व्यक्तियों तथा आय के सम्बन्ध में आगे कार्य करेंगे :-

#### अनुसूची

क्रमसं.	रेंज	आयकर परिमंडल/वार्ड/जिला
1	2	3
1. अपीलार्थी सहायक आयुक्त आयुक्त, जालन्धर रेंज, जालन्धर ।	(1) केन्द्रीय परिमंडलों, विशेष परिमंडलों, जाल परिमंडलों और मध्यक्षेत्र परिमंडलों सहित जालन्धर स्थित सभी परिमंडल/वार्ड ।	
	(2) होशियार पुर परिमंडल	
	(3) सर्वेक्षण परिमंडल/वार्डों सहित फगवाड़ा में चल रहे सभी परिमंडल/वार्ड	
	(4) कपूरथला परिमंडल ।	
2. अपीलार्थी सहायक आयुक्त आयुक्त भटिंडा रेंज, भटिंडा ।	(1) मोंगा परिमंडल ।	
	(2) फरीदकोट परिमंडल ।	
	(3) फिरोजपुर परिमंडल ।	
	(4) भटिंडा परिमंडल ।	
	(5) प्रबोद्ध परिमंडल ।	
	(6) मुक्तसर परिमंडल ।	
	(7) मानसा परिमंडल ।	

जहां कोई आयकर परिमंडल/वार्ड/जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज में अंतरांतर कर दिया गया हो, वहां उस आयकर परिमंडल, वार्ड अथवा जिला अथवा उसके किसी भाग में किए गए कानूनिधायित्वों से उत्पन्न होने वाले और इस अधिसूचना की तारीख से तत्काल पूर्व, रेंज के उस अपीलार्थी सहायक आयुक्त के समक्ष विचारार्थी वार्ड अपीलें, जिसके अधिकार में उस आयकर परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अन्तर्गत किया गया हो, इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपीलार्थी सहायक आयुक्त को अन्तर्गत की जाएगी और उसका दावा निवटारा जाएगा जिसके अधिकार-क्षेत्र में उक्त परिमंडल, वार्ड अथवा कोई भाग अन्तर्गत किया गया है ।

जहां किसी स्वतंत्र विशेष पर स्थित सुबधानियों वाले सभी परिमंडल, वार्ड और एक जिले एक अपीलार्थी सहायक आयुक्त को सौंपा जाए जाते हैं, वहां उसका सब कुछ किए गए अंतर्गत सुबधानियों में स्थित परिमंडलों, वार्डों और जिलों के सम्बन्ध में जो क्षेत्राधिकार होगा, जो सम्पादन कर दिए गए हैं ।

यह अधिसूचना 16-6-1986 से लागू होगी ।

[नं. 6749/फा से 216/II/86-आयकर (व्याप)]

पृष्ठ 363 गर्भ, अवर सचिव



New Delhi, the 12th June, 1986

## Income-tax

S.O. 3180:—In exercise of the powers conferred by sub-section (1) of section 22 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all the previous Notification in this behalf, the Central Board of Direct Taxes, hereby direct that Appellate Asstt. Commissioner of Income-tax of the Ranges specified in Column (2) of the Schedule below, shall perform their functions in respect of all persons and incomes assessed to Income-tax in the Income-tax Circles, Wards and Districts Specified in the corresponding entry in column (3) thereof excluding all persons and incomes assess to Income-tax over which the jurisdiction vests in Commissioners of Income-tax (a) :

## SCHEDULE

S. No.	Range	Income-tax Circles/Wards Distt.
1	2	3
1.	Appellate Assistant Commissioner of Income-tax, Jalandhar Range, Jalandhar	1. All Circles/Wards Functioning at Jalandhar including Central Circles, Special Circles, Investigation Circles and Survey Circles. 2. Hoshiarpur Circles. 3. All Circles/Wards functioning at Phagwara including Survey Circles/Wards. 4. Kapurthala Circles.
2.	Appellate Assistant Commissioner of Income-tax, Bhatinda Range, Bhatinda.	1. Moga Circle, 2. Faridkot Circle. 3. Firozpur Circle. 4. Bhatinda Circle. 5. Abohar Circle. 6. Muktsar Circle. 7. Mansa Circle.

Whereas, the Income-tax Circles, Wards or Districts or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of the assessments made in that Income-tax Circles, Ward or District or part thereof pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Range from whom the Income-tax Circle, Ward or District or part thereof is transferred to and shall be dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom the said Circles, Ward or District or part thereof is transferred.

Where all circles, wards and districts having headquarters at a particular place have been assigned to an Appellate Asstt. Commissioner, he will have jurisdiction in respect of Circles, Wards and Districts had these headquarters since abolished also.

This notification shall take effect from 16-6-1986.

[No. 6756(F. No. 261/12/86-ITJ)]

A. K. GARG, Under Secy.

नई दिल्ली, 25 जून, 1986

आयकर

का. आ. 3181:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों तथा इस सम्बन्ध में इसे सक्षम बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और बोर्ड की दिनांक 22-1-1982 की अधिसूचना सं. 4430 (फा.सं.

261/1/82-आ.क. (न्या.) के साथ पठित, दिनांक 23-11-1981 की अधिसूचना सं. 4331 (ए) फा.सं. 261/23/81-आ.क. (न्या) में आंशिक संशोधन करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट रेंज के अपीलीय सहायक आयकर आयुक्त, आयकर से निर्धारित उन सभी व्यक्तियों और आय को छोड़कर जिन पर क्षेत्राधिकार-आयकर आयुक्त (अपील) में निहित है, अनुसूची के स्तम्भ (2) की तत्सम्बन्धी प्रविष्टि में विनिर्दिष्ट आयकर परिमंडलों, वार्डों और जिलों में आयकर से निर्धारित सभी व्यक्तियों तथा आय के सम्बन्ध में कार्य करेगा :—

## अनुसूची

म सं.	मुख्यालयों सहित रेंज	आयकर परिमंडल/वार्ड और जिले
1	2	3
1.	अपीलीय सहायक आयकर आयुक्त, ए-रेंज, बम्बई	1. व्यवसाय—परिमंडल 2. कम्पनी परिमंडल-1 3. कर-निर्धारण परिमंडल-1 4. बम्बई परिमंडल 5. एक्स वार्ड 6. एन. आर. आर. सी. 7. बी. आर. सी. 8. कम्पनी परिमंडल-II 9. विदेश कम्पनी परिमंडल-I 10. कर-निर्धारण परिमंडल-II 11. कर-निर्धारण परिमंडल-IIए 12. सम्पदा शुल्क 13. ए-III वार्ड 14. विशेष परिमंडल-I (पुराना) 15. विशेष परिमंडल-II (पुराना)
2.	अपीलीय सहायक आयकर आयुक्त, बी-रेंज, बम्बई	1. फिल्म परिमंडल I 2. कम्पनी परिमंडल-III 3. विदेशी कम्पनी परिमंडल-II 4. कर-निर्धारण परिमंडल-III 5. कर-निर्धारण परिमंडल-IIIए 6. ए-I वार्ड 7. ए-II वार्ड 8. क. परिमंडल IV 9. कर-नि. परिमंडल-IV 10. कर-नि. परिमंडल-I 11. न्यास परिमंडल 12. बी. I वार्ड 13. बी II वार्ड 14. निष्क्रान्त परिमंडल-I 15. निष्क्रान्त परिमंडल-II
3.	अपीलीय सहायक आयकर आयुक्त सी-रेंज, बम्बई	1. बाजार वार्ड 2. कम्पनी परिमंडल IV 3. कर-निर्धारण परिमंडल IV 4. कर-निर्धारण परिमंडल IV (ए) 5. ए.बी. वार्ड 6. बी-III वार्ड 7. कम्पनी परिमंडल-V 8. विदेश अनुभाग 9. कर-निर्धारण परिमंडल-V 10. कर-निर्धारण परिमंडल V (क) 11. क-IV वार्ड

New Delhi, the 25 June, 1986

1	2	3
4. अपीलीय सहायक आयकर आयुक्त, डी-रेंज, बम्बई-1	1. डी-I वार्ड (आयकर आयुक्त पहला, तीसरा, चौथा, छठा, सातवां, नौवां, दसवां, ग्यारहवां, सोलहवां और 18वां आयकर अधिकारी।)	
5. अपीलीय सहायक आयकर आयुक्त, डी. रेंज, बम्बई	1. डी-II वार्ड 2. सी-IV वार्ड 3. कर-निर्धारण परिमंडल-VII 4. डी.आई. वार्ड (2रा, 5वां, 8वां, 12वां, 13वां, 14वां, 15वां और 17वां आयकर अधिकारी )	
6. अपीलीय सहायक आयकर आयुक्त, एक-रेंज, बम्बई	1. वेतन शाखा-II 2. वेतन शाखा-I 3. स्रोत पर कर की कटौती 4. सी.एस. डी. (पूर्व) 5. कर-निर्धारण परिमंडल-X	
7. अपीलीय सहायक आयकर आयुक्त, जी-रेंज, बम्बई	1. जी.ए. वार्ड 2. सी.एम.डी. (दक्षिण) 3. कर-निर्धारण परिमंडल-IX 4. सी.एस.डी. (पश्चिम) 5. सर्वेक्षण परिमंडल-I 6. सर्वेक्षण परिमंडल-II	
8. अपीलीय सहायक आयकर आयुक्त, एच-रेंज, बम्बई	1. पुराना सर्वेक्षण परिमंडल-I बम्बई।	
9. अपीलीय सहायक आयकर आयुक्त, आई.-रेंज, बम्बई	1. पुराना सर्वेक्षण परिमंडल-II, बम्बई।	
10. अपीलीय सहायक आयकर आयुक्त, जे. रेंज, बम्बई।	1. जी. वार्ड 2. सी.एम.डी. (उत्तर) 3. ई. वार्ड	
11. अपीलीय सहायक आयकर आयुक्त, के० रेंज, बम्बई	1. सी-III वार्ड 2. सी-I वार्ड	
12. अपीलीय सहायक आयकर आयुक्त, एल. रेंज, बम्बई।	1. सी-II वार्ड 2. सी-V वार्ड 3. कर-निर्धारण परिमंडल-VIII 4. कर-नि. परिमंडल -XI 5. कर-नि. परिमंडल-XII	
13. अपीलीय सहायक आयकर आयुक्त, केंद्रीय रेंज बम्बई।	1. बम्बई में सभी केंद्रीय परिमंडल	

जहां कोई आयकर परिमंडल/वार्ड/जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अपीलीय सहायक आयुक्त की रेंज में दूसरे अपीलीय सहायक आयुक्त की रेंज में अन्तर्गत कर दिया गया हो, वहां उस आयकर परिमंडल, वार्ड या जिला अथवा इसके किसी भाग में किए गए निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना की तारीख से तत्काल पूर्व, रेंज के उस अपीलीय सहायक आयुक्त के समक्ष विचाराधीन पड़ी अपीलें, जिसके अधिकार-क्षेत्र में उक्त आयकर परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अंतर्गत किया गया हो, इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपीलीय सहायक आयुक्त को अंतर्गत की जाएंगी और उसके द्वारा निपटाई जाएगी जिसके अधिकार-क्षेत्र में उक्त परिमंडल, वार्ड अथवा जिला अथवा उसका कोई भाग अंतर्गत किया गया है।

यह अधिसूचना 1-7-1986 में लागू होगी।

[सं. 6772/फा०सं० 261/13/86-आयकर (न्याय)]

## Income-tax

S.O. 3181:—In exercise of the powers conferred by sub-section (1) of Section 22 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in partial modification of the Board's notification No. 4331 A (F. No. 261/23/81-ITJ) dated 23-11-1981 read with notification No. 4450 (F. No. 261/1/82-ITJ) dated 22-1-1982, the Central Board of Direct Taxes hereby direct that the Appellate Assistant Commissioner of Income-tax of the Range specified in Column (1) of the Schedule below shall perform their functions in respect of all persons and incomes assessed to Income-tax in the Income-tax Circles, Wards and/or Districts, specified in the corresponding entry in column (2) thereof excluding all persons and income assessed to income-tax over which jurisdiction rests with Commissioners of Income-tax (Appeals).

## SCHEDULE

Sl. No.	Ranges with Headquarters	Income-tax Circles, Wards and Districts.
1	2	3
1.	Appellate Assistant Commissioner of Income-tax, A-Range, Bombay.	1. Professional Circle. 2. Companies Circle-I 3. Assessment Circle-I 4. Bombay Circle. 5. X-Ward 6. N.R.R.C. 7. D.R.C. 8. Com. Circle-II 9. Foreign Cos. Cir. I 10. Assessment Circle-II 11. Assessment Circle-IIA 12. Estate Duty 13. A-III Ward 14. Special Circle-I (old) 15. Special Circle-II (old)
2.	Appellate Assistant Commissioner of Income-tax, B-Range, Bombay.	1. Film Circle. 2. Cos. Circle-III 3. Foreign Cos. Cir.-II 4. Assessment Circle-III 5. Assessment Circle-IIIA 6. A-I Ward 7. A-II Ward 8. Cos. Circle-IV 9. Assessment Circle-IV 10. Assessment Circle-IVA 11. Trust Circle 12. B.I. Ward 13. B.II Ward 14. Evacuee Circle I 15. Evacuee Circle II
3.	Appellate Assistant Commissioner of Income-Tax, C-Range, Bombay.	1. Market Ward 2. Companies Circle IV 3. Assessment Circle IV 4. Assessment Circle IV(A) 5. A V Ward 6. B.III Ward 7. Companies Circle V 8. Foreign Section 9. Assessment Circle V 10. Assessment Circle V(A) 11. A.IV Ward
4.	Appellate Assistant Commissioner of Income-tax, D-Range, Bombay.	1. D I Ward (FDs) -1st, 3rd, 4th, 6th, 7th, 9th, 10th, 11th, 16th and 18th)

1	2	3
5. Appellate Assistant Commissioner of Income-tax, F-Range, Bombay.	1. D II Ward 2. C IV Ward 3. Assessment Circle VII 4. D I Ward (ITOs -2nd 5th, 8th, 12th, 13th 14th 15th & 17th)	
6. Appellate Assistant Commissioner of Income-tax, F-Range, Bombay.	1. Salaries Branch II 2. Salaries Branch I 3. T.D.S. 4. B.S.D. (East) 5. Assessment Circle X	
7. Appellate Assistant Commissioner of Income-tax, G-Range, Bombay.	1. GA Ward 2. B.S.D. (South) 3. Asstt. Circle IX 4. B.S.D. (West) 5. Survey Circle I 6. Survey Circle II	
8. Appellate Assistant Commissioner of Income-tax H-Range, Bombay.	1. The old Survey Circle I Bombay.	
9. Appellate Assistant Commissioner of Income-tax I-Range, Bombay.	1. The old Survey Circle Bombay.	
10. Appellate Assistant Commissioner of Income-tax J-Range, Bombay.	1. G Ward 2. D.S.D. (North) 3. F Ward	
11. Appellate Assistant Commissioner of Income-tax K-Range, Bombay.	1. C.III Ward 2. C.I Ward.	
12. Appellate Assistant Commissioner of Income-tax L-Range, Bombay.	1. C.II Ward 2. C-V Ward 3. Asstt. Circle VIII 4. Asstt. Circle XI 5. Asstt. Circle XII	
13. Appellate Asstt. Commissioner of Income-tax Central Range, Bombay.	1. All Central Circles in Bombay.	

Whereas the Income Tax Circle, Ward or District or part thereof stands transferred by this Notification from one A.A.C. to another A.A.C. appeals arising out of the assessments made in that Income Tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the A.A.C. from whom the Circle/Ward/District is transferred, shall, from the date this Notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 1-7-1986.

[No. 6772 (F.No. 261/13/86-ITG)]

आयकर

आ.आ. 3182.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस सम्बन्ध में इस मध्यम बनाने वाली अन्य सभी शक्तियों का प्रयोग करने हुए, और इस सम्बन्ध में सभी पूर्ववर्ती अधिसूचनाओं का अधिलेखन करते हुए, केन्द्रीय प्रभु कर बोर्ड एतद्द्वारा निर्देश देता है कि अपीलार्थी महायुक्त आयकर आयुक्तों, पूणे, आयकर आयुक्तों, पूणे के क्षेत्राधिकार के अन्तर्गत

अने जाने सभी आयकर परिसरों, बार्ड और जिलों में आयकर से निर्धारित सभी व्यक्तियों और आय के सम्बन्ध में कार्य करेंगे।

यह अधिसूचना 1-7-1986 में लागू होगी।

[सं. 6773/का.म. 261/18/86—आ.क. (न्या.)]  
सुरेन्द्र पात, जूनर सचिव,

### (INCOME TAX)

S.O. 3182.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in this behalf and in supersession of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioner of Income-tax, Pune shall perform his functions in respect of all persons and incomes assessed to Income-tax in all the Income-tax Circles, Wards and Districts under the jurisdiction of the Commissioner of Income-tax, Pune.

This notification shall take effect from 1-7-86.

[No. 6773 (F. No. 261/18/86-ITJ)]  
SURENDER PAUL, Under Secy.

(अध्यक्ष विभाग)

नई दिल्ली, 26 अगस्त, 1986

का. आ. 3183.—राष्ट्रपति, संविधान के अनुच्छेद 77 के खंड (3) के अनुसरण में, वितीय शक्तियों का प्रत्यायोजन नियम, 1978 का और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) इन नियमों का नाम वितीय शक्तियों का प्रत्यायोजन (वितीय संशोधन) नियम, 1986 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. वितीय शक्तियों का प्रत्यायोजन नियम, 1978 (जिन्हें इसमें इसके पश्चात् उक्त नियम कहा गया है) के नियम 19 के उपनियम (1) के द्वितीय पर्यंत में "20 प्रतिशत" शब्दों और शब्दों के स्थान पर "10 प्रतिशत" शब्द और शब्द रखे जाएंगे।

3. उक्त नियमों की अनुसूची 5 के उपबन्ध में क्रम सं. 2(क) के मामले में 3 में, पैरा (II) के स्थान पर निम्नलिखित पैरा रखा जाएगा, अर्थात्:—

"(ii) सुरक्षा मुद्रण के संबंध में अपेक्षित, कार्यालय उपयोग के लिए आशयित से भिन्न लेखन सामग्री स्टोर्स के त्रय के लिए निम्नलिखित की वषा में पूरी शक्तियां —

(क) महाप्रबंधक, भारतीय सुरक्षा प्रेम,

(ख) महाप्रबंधक, कर्सेसी नोट प्रेम, और

(ग) महाप्रबंधक, सुरक्षा मुद्रण प्रेम, हैदराबाद"।

टिप्पण — वितीय शक्तियों का प्रत्यायोजन नियम, 1978 अधिसूचना सं. का. आ. 2131 तारीख 22 जुलाई, 1978 के अधीन प्रकाशित किए गए और तत्पश्चात् निम्नलिखित द्वारा संशोधित किए गए:—

(i) अधिसूचना सं. का. आ. 1887 तारीख 9-6-1979

(ii) अधिसूचना सं. का. आ. 2942, तारीख 1-9-1979

(iii) अधिसूचना सं. का. आ. 2611, तारीख 4-10-1980

(iv) अधिसूचना सं. का. आ. 2164 तारीख 15-8-1981

(v) अधिसूचना सं. का. आ. 2303, तारीख 5-9-1981

(vi) अधिसूचना सं. का. आ. 3073, तारीख 4-9-1982

(vii) अधिसूचना सं. का. आ. 4171, तारीख 11-12-1982

- (viii) अधिसूचना सं. का. प्रा. 1314, तारीख 26-2-1983  
 (ix) अधिसूचना सं. का. प्रा. 2502, तारीख 4-8-1984  
 (x) अधिसूचना सं. का. प्रा. 22, तारीख 5-1-1985  
 (xi) अधिसूचना सं. का. प्रा. 1985, तारीख 11-5-1985  
 (xii) अधिसूचना सं. का. प्रा. 3082, तारीख 6-7-1985  
 (xiii) अधिसूचना सं. का. प्रा. 3974, तारीख 24-8-1985  
 (xiv) अधिसूचना सं. का. प्रा. 5641, तारीख 21-12-1985  
 (xv) अधिसूचना सं. का. प्रा. 1548, तारीख 19-4-1986

[सं. एक. 1(II)—स्था.—II(क)—85]

डी. त्यागस्वरन, अधीक्षक सचिव

(Department of Expenditure)

New Delhi, the 26th August, 1986

S.O. 3183.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely :—

1. (1) These rules may be called the Delegation of Financial Powers (Second Amendment) Rules, 1986.

(2) They shall come into force on the date of their publication in the Official Gazette.

2 In the Delegation of Financial Powers Rules, 1978 (hereinafter referred to as the said rules), in sub-rule (1) of rule 18, in the second proviso, for the words "twenty per cent", the words "ten per cent" shall be substituted.

3. In the said rules, in Schedule V, in the Annexure, against serial No. 21(A) in column 3, for paragraph (ii), the following paragraph shall be substituted, namely :—

"(ii) Full powers in the case of—

- (a) General Manager, India Security Press;
- (b) General Manager, Currency Note Press; and
- (c) General Manager, Security Printing Press, Hyderabad,

for the purchase of stationery stores other than those intended for office use, required in connection with security printing".

Note : The Delegation of Financial Powers Rules, 1978 published vide Notification No. SO 2131, dated 22nd July, 1978 have subsequently been amended by :—

- (i) Notification No. SO 1887, dated 9-6-1979.
- (ii) Notification No. SO 2942, dated 1-9-1979.
- (iii) Notification No. SO 2611, dated 4-10-1980.
- (iv) Notification No. SO 2164, dated 15-8-1981.
- (v) Notification No. SO 2303, dated 5-9-1981.
- (vi) Notification No. SO 3073, dated 4-9-1982.
- (vii) Notification No. SO 4171, dated 11-12-1982.
- (viii) Notification No. SO 1314, dated 26-2-1983.
- (ix) Notification No. SO 2502, dated 4-8-1984.
- (x) Notification No. SO 22, dated 5-1-1985.
- (xi) Corrigendum No. SO 1958, dated 11-5-1985.
- (xii) Notification No. SO 3082, dated 6-7-1985.
- (xiii) Notification No. SO 3974, dated 24-8-1985.
- (xiv) Notification No. 5641, dated 21-12-1985.
- (xv) Notification No 1548, dated 19-4-1986.

[No. F. 1(11)-E.II(A)/85]

D. THYAGESWARAN, Under Secy.

वित्तियंत्रण मंत्रालय

नई दिल्ली, 20 सितम्बर, 1986

का. प्रा. 3184 — केन्द्रीय सरकार, विख्यात बंद गलियों तथा मछली उत्पादों या निर्यात (स्वातिथी नियंत्रण और निरीक्षण) नियम, 1983 के नियम 9 के साथ पठित निर्यात (स्वातिथी नियंत्रण और निरीक्षण

अधिनियम, 1963) 1963 का 22 की धारा 7 की उपधारा (2) द्वारा पठन शक्तियाँ का प्रयोग करने हुए, विशेषज्ञों का एक पैनल गठित करता है जिसमें नौचे दी गई मापों के स्तर (2) में उल्लिखित व्यक्ति होंगे और यह उनके स्तर (1) में व्यवधानी प्रविष्टि में उल्लिखित क्षेत्रों का निरीक्षण करने के लिए अधिनियम की धारा 7 की उपधारा (1) के अधीन स्थापित अधिकरण के विनिश्चय के विरुद्ध अपीलों की सुनवाई के लिए प्राधिकरण होगा;

परन्तु जहाँ उक्त पैनलों में से किसी का कोई सदस्य किसी अपील की विषय वस्तु से वैयक्तिक रूप से हितवृद्ध है तो वह उससे संबंधित कार्यवाहियों में भाग नहीं लेगा।

सारणी

प्राधिकरण जिसके विनिश्चय के विरुद्ध अपील की जा सकती है तथा क्षेत्र जिसमें निरीक्षण किया जा सकता है।

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1. अधिकरण—सम्बन्ध :

महाराष्ट्र और गुजरात राज्यों और गोवा दमण तथा दीव, दादरा और नगर हवेली के संघ राज्य क्षेत्रों के अंतर्गत आने वाले क्षेत्रों में निरीक्षण करने वाला।

1. श्री एन. एम. साहनी, के. ए. जे. चौधुरिम्पल तथा कं., 106/8, शाहदा चैम्बर, पी. ओ. बाक्स नं. 11073, 15, न्यू. मैरिन वार्डन, मुम्बई 400020—सदस्य

2. श्री पी. के. जीज, सोनिया फिशरीज, सामुद्रिक डाक, कोनावा, मुम्बई-400005—सदस्य

3. श्री मनु महतानी, केमनरीक फिशरीज, 23, इनामल चैम्बर, न्यू मैरिन वार्डन, मुम्बई-400020—सदस्य

4. श्री रामजी भाई काईनडी, मोरारजी फूड्स प्राइवेट लिमिटेड, मिडिया प्लॉट, सोमनाथ रोड, वेरावल, गुजरात—सदस्य

5. श्री रफीक सायक, नाथक आइस एण्ड कोल्ड स्टोरेज, महात्मा गांधी रोड, रत्नागिरी-415612, महाराष्ट्र—सदस्य

6. उप निदेशक, मैरिन प्रोडक्ट्स एंड पोर्ट डवलपमेंट, अयोरीटी, प्रसाद चैम्बर, डाटा रोड नं. 2, मुम्बई-400001—सदस्य (पदेन)

1	2	(1)	(2)
	7. निदेशक, मत्स्य उद्योग तारापोरबाना— एक्वेरियम, एन. सुभाष रोड, मुम्बई-400002—सदस्य (पदेन)		2. श्री पी. ए. कुरई, इंडियन एक्सपो एक्वेरियम (प्रा.) लि., 24. आर. एन. मुन्शी रोड, 8 वीं मंजिल, कलकत्ता-1—सदस्य
	8. संयुक्त निदेशक, निर्यात निरीक्षण अभिकरण—मुम्बई मुम्बई—गैर सदस्य संयोजक		3. श्री आर. के. मिश्रा, उडुप्पा मेरीन इंस्टीट्यूट प्रा. लि., 28, उषान मार्ग, मुंबनेश्वर, उडुप्पा—सदस्य
<b>II. अभिकरण—मद्रास :</b>			4. श्री एस. आर. वेनर्जी, एसोसिएट इंटरनेशनल कार्पो., 1, गार्डन रीथ रोड, हायवाट, कलकत्ता-23—सदस्य
आंध्र प्रदेश तथा तमिलनाडु	1. श्री टी. एम. जीसेक, मैसर्स जीर्ज माइजों एंड कं., बैकटनारायण रोड, मद्रास-600017—प्राध्यक्ष		5. श्री जे. भट्टाचारजी, जे सी फूड एक्सप्लोरस एण्ड एसोसिएट प्रा. लि. 33, कनाल स्ट्रीट, कलकत्ता-11—सदस्य
राज्यों और पांडिचेरी के संघ	2. श्री इलियास सेट, एम/1 पैनीनगुलर गोर फिशरीज बम्बई, म्यूचुअल बिल्डिंग, मद्रास-1—सदस्य		6. उप-निदेशक, समुद्री उत्पाद निर्यात विकास प्राधिकरण, इंडियन चैम्बर्स बिल्डिंग, एमप्लेनेड, मद्रास-8—सदस्य (पदेन)
राज्य क्षेत्र के अन्तर्गत आने वाले	3. श्री एन. टी. कोडाविल, सदनर सीफूड लिमिटेड, मोनटीएण रोड, मद्रास-8—सदस्य		7. निदेशक, मत्स्य उद्योग, उडुप्पा या पश्चिमी बंगाल सरकार —सदस्य
क्षेत्रों में निरीक्षण करने वाले।	4. श्री पी. जी. मोहन, अनुभव सी फूड, एक्सपोर्ट्स, पालक्कयक्कम, मद्रास-600041—सदस्य		8. अपर संयुक्त निदेशक निर्यात निरीक्षण अभिकरण— कलकत्ता, कलकत्ता—गैर सदस्य संयोजक
	5. उप-निदेशक, समुद्री उत्पाद, निर्यात विकास प्राधिकरण, इंडियन चैम्बर्स बिल्डिंग, एमप्लेनेड, मद्रास-8—सदस्य (पदेन)	<b>IV. अभिकरण - कोचीन,</b> केरल तथा कर्नाटक राज्यों लक्षद्वीप के संघ राज्य क्षेत्रों अंतर्गत आने वाले क्षेत्रों का निरीक्षण करने वाला।	1. श्री आर. माधवन नायर, कोचीन कंपनी प्रा. लि., कोचीन —प्राध्यक्ष
	6. श्री ए. ए. रसीद, इस्टर्न फूड पैकर्स, कीरमपक्कम, पांडिचेरी—सदस्य		2. निदेशक, समुद्री उत्पाद, निर्यात विकास प्राधिकरण, कोचीन सस्टेड, कोचीन-16 सदस्य (पदेन)
	7. निदेशक, केन्द्रीय मत्स्य उद्योग, प्रौद्योगिकी संस्थान, कोचीन या उसके नामनिर्देशिनी, —सदस्य		3. निदेशक, केन्द्रीय मत्स्य उद्योग, प्रौद्योगिकी संस्थान, पश्चिमी द्वीप कोचीन-29, सदस्य (पदेन)
	8. संयुक्त निदेशक, निर्यात निरीक्षण अभिकरण—मद्रास मद्रास 14—गैर सदस्य (पदेन)		4. अध्यक्ष, सीफूड एक्सपोर्ट्स एसोसिएशन आफ इंडियन, सीफूड हाउस, कोचीन-3 सदस्य (पदेन)
<b>III. अभिकरण—कलकत्ता, असम,</b> बिहार, नागालैण्ड, मणिपुर, त्रिपुरा मेघालय, उडुप्पा तथा पश्चिम, बंगाल राज्यों तथा अरुणाचल प्रदेश, मिजोरम तथा अंडमान और निकोबार द्वीप के सभी राज्य क्षेत्रों के अन्तर्गत आने वाले क्षेत्रों का निरीक्षण करने वाला।	1. डा० ए. एन. बोम, प्राचार्य, प्राणवैज्ञानिक विभाग, आदमपुर विरूविद्यालय, आदमपुर तथा सहायकार विभाग जलतर हंजीनियरी विभाग, भारतीय प्रौद्योगिकी संस्थान, खडगपुर —प्राध्यक्ष		5. श्री सी. बेरियन, मैसर्स सीमस (रजिस्टर्ड) कोचीन —सदस्य

1	2
	6. श्री सी. एल. जीवनन, ग्रान्च मैनेजर, बिम्बानंदी उद्योग, कोचीन लिमिटेड, कोचीन-8. —सदस्य
	7. श्री पी. के. सदाशिवन कार्तिक मैरीन इंडस्ट्रीज लि., कोचीन-5. —सदस्य
	8. प्रपर संयुक्त निदेशक, निर्यात निरीक्षण अभिकरण- कोचीन-682011. —मैर सदस्य संयोजक

[फाइल सं. 6(6)/86 ई. आई एण्ड ई. पी.]

एन. एस. हरिहरन, निदेशक

### MINISTRY OF COMMERCE

New Delhi, the 20th September, 1986

S.O. 3184.—In exercise of the powers conferred by sub-section (2) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with rule 9 of the export of Canned Fish and Fishery Products (Quality Control and Inspection) Rules, 1983, the Central Government hereby constitutes the Panel of Experts, consisting of the persons mentioned in column (2) of the Table below, as the authority for hearing appeals against the decision of the Agency established under sub-section (1) of section 7 of the Act for carrying out inspection in the areas mentioned in the corresponding entry in column (1) thereof;

Provided that where a member of any of the said Panels is personally interested in the subject matter of any appeal, he shall not take part with the proceedings relating to that appeal.

### THE TABLE

Authority against whose decision appeal lies and the areas in which inspection is carried	Persons constituting the Panel Experts to which appeal lies.
1	2
I. Agency Bombay: carrying out inspection in the areas covered by the States of Maharashtra and Gujarat and the Union territories of Goa, Daman and Diu and Dadra and Nagar Haveli.	1. Mr. L.M. Shani, K.A.J. Chothirmall and Co., 106/8, Sharda Chambers P.B. No. : 11073, 15, New Marine Lines, Bombay : 400020. —Chairman 2. Mr. P.K. George, Sonia Fisheries, Sassoon Dock, Colaba, Bombay-400005 —Member 3. Mr. Manu Mehtani, Casterock Fisheries, 23, Dalamal Chambers, New Marine Lines, Bombay-400020 —Member 4. Mr. Dhamjibhai Forandi, Monarch Foods P. Ltd. Bhidiya Plot, Somnath Road, Veraval, Gujarat. —Member

1	2
	5. Mr. Rafiq Naik, Naik Ice and Cold Storage, Mahatma Gandhi Road, Ratnagiri 415612. Maharashtra. —Member
	6. Deputy Director, Marine Products Ex-port Development Authority, Prasad Chambers, Tata Road, No. 2. Bombay-400004. —Member (Ex-Officio)
	7. Director of Fisheries Taraporewala Aquarium. N.S.Aubhas Road, Bombay-400002 —Member (Ex-Officio)
	8. Joint Director, Export Inspection Agency-Bombay. Bombay —Non-Member Convenor
II. Agency Madras:	1. Shri T.M. Joseph, Carrying out inspection in the areas covered by the States of Andhra Pradesh and Tamilnadu and the Union Territory of Pondicherry.
	M/s. George Maijo and Co. Venketanaraya Road, Madras-6000117. —Chairman
	2. Shri Elias Sait M/1 Peninsular shore Fisheries Bombay Mutual Building, Madras-1. —Member
	3. Shri N.T. Kadavil, Southern Seasfoods Ltd. Montieth Road, Madras-8. —Member
	4. Shri P.G. Mohan, Anupama Seafood Exports, Palavakkam, Madras-600041. —Member
	5. Deputy Director, Marine Products Export, Development Authority, Indian Chamber Bldg., Esplanade, Madras-8. —Member (Ex-Officio)
	6. Shri A.A. Rasheed Eastern Food Packers, Kirumampakkam, Pondicherry. —Member
	7. Director, Central Institute of Fisheries Technology, Cochin or his Noninees. —Member
	8. Joint Director, Export Inspection Agency-Madras, Madras-14. —Non-Member (Convenor)

1	2	1	2
III. Agency-Calcutta: Carrying out inspection in the areas covered by the States of Assam, Bihar, Nagaland, Manipur, Tripura, Meghalaya, Orissa and West Bengal and the Union Territories of Arunachal Pradesh Mizoram and the Andaman and Nicobar Island.	1. Dr. A.N. Bose, Professor, Deptt. of Microbiology, Jadavapur University Jadavapur and Adviser, Aquaculture Engg. Deptt. Indian Institute of Technology, Kharagpur —Chairman	3. Director, Centre Institute of Fisheries Technology, W/Island, Cochin-29. —Member (Ex-Officio)	
	2. Shri P.A. Durai, Indian Expo Aquarium (P) Ltd., 24, R.N. Mukherjee Road, 8th Floor Calcutta-1. —Member	4. President, Seafood Exporters Association of India, Seafood House, —Member Cochin-3. (Ex-Officio)	
	3. Shri R.K. Mitra, Orissa Marine Inds. P. Ltd., 28, Udyan Marg, Bhubaneswar. Orissa. —Member	5. Shri C. Cherian, M/s. Chemmeens (Regd.) Cochin. —Member	
	4. Shri S.R. Banerjee, Associated International Corpn. 1, Garden Beach Road, Dalghat, Calcutta-23. —Member	6. Shri C.L. Johnson, Branch Manager, The Canning Inds., Cochin Ltd., Cochin. —Member	
	5. Shri J. Bhattacharjee, Bay Sea Food Explores, and Associates P. Ltd., 33, Canal Street Calcutta-11. —Member	7. Shri P.K. Sadanandan, Karthika Marine Industries Ltd., Cochin-5. —Member	
	6. Dy. Director, Marine Products, Export Development Authority, Calcutta. —Member (Ex-Officio)	8. Addl. Joint Director, Export Inspection Agency Cochin-682011 —Non-Member Convenor	[F.No. 6(6)/86-EI&EP]
IV. Agency Cochin:	1. Shri R. Madhavan Nair, Cochin Company P. Ltd., Cochin. —Chairman		
Carrying out inspections in the areas covered by the states of Kerala and Karnataka and the Union Territory of Lakshadweep.	2. Director, Marine Products Export Development Authority, Collis Estate, Cochin-16 —Member (Ex-officio)		

नई दिल्ली 20 सितम्बर 1986

का. भा. 3185.—केंद्रीय सरकार, निर्यात, (व्यापारिक निर्यात और निरीक्षण अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए एन.ए. द्वारा स्टील पाईप एंड इंडस्ट्रीज लिमिटेड, खोपोली (महाराष्ट्र) —410203 विनिर्मित स्टील द्यूज (15 एम.एम. से 200 एम.एम. तक) के निर्यात में पूर्व निरीक्षण करने के लिए मैसर्स जैनीथ स्टील पाईप एंड इंडस्ट्रीज लिमिटेड खोपोली-410203 पर स्थित है अभिकरण के रूप में निम्नलिखित शर्तों के अधीन अधिसूचना के राजपत्र में प्रकाशन होने की तारीख से तीन वर्ष की अवधि के लिए मान्यता देती है, अर्थात्:—

1. मैसर्स जैनीथ स्टील पाईप तथा इंडस्ट्रीज लिमिटेड खोपोली में विनिर्मित स्टील द्यूज (15 मि.मि. से 200 मि.मि. सामान्य बंडल) का निर्यात से पूर्व मैसर्स जैनीथ स्टील पाईप तथा इंडस्ट्रीज लिमिटेड निरीक्षण करेगी और यह ऐसे अधिकारी के तकनीकी नियंत्रण में किया जाएगा, जिसका पद निर्यात निरीक्षण अधिकरण-बम्बई के अपर निदेशक से कम न हो और इस प्रयोजन के लिए मैसर्स जैनीथ स्टील पाईप तथा इंडस्ट्रीज लिमिटेड अपनी यूनिट मैसर्स जैनीथ स्टील पाईप तथा इंडस्ट्रीज लिमिटेड खोपोली-410203 से निर्यात की गई स्टील द्यूजों (15 मि.मि. से 200 मि.मि. सामान्य बंडल) के पोत पर्यन्त निशुल्क (एफ.ओ.बी.) मूल्य के 0.1 प्रतिशत की दर में राशि निर्यात निरीक्षण अधिकरण बम्बई को देगी जो एक वर्ष में कम से कम दो हजार पाँच सौ रुपये और अधिक से अधिक एक लाख रुपये होगी।

2. मैसर्स जैनीथ स्टील पाईप तथा इंडस्ट्रीज लिमिटेड इस अधिसूचना के अधीन अपने ताला के तालन में ऐसे निर्यातों द्वारा आयात होगी जो निदेशक (निर्यात तथा व्यापारिक निर्यात) समय-समय पर निम्न रूप में दे सकते हैं।

स्पष्टीकरण :—इस अधिसूचना के प्रयोजन के लिए "स्टील ट्यूब" से अभिप्राय समान किनारे तथा पेंचदार (थ्रेड किनारा) तथा (रे) सोकेट सहित या रहित, या तो कार्सी या गैल्वनीकृत, बेल्ट की हुई या सीबन रहित, ठोस, तरल पदार्थ को सम्प्रेषित करने के लिए उपयुक्त, मशीनी तथा संरचनात्मक प्रयोजनों जैसे स्टील फर्नीचर, साईकलों तथा विद्युत कंड्यूट के लिए उपयुक्त ट्यूबों से है। लेकिन उनमें साकेट सम्मिलित नहीं होंगे जब वे अलग से निर्यात के लिए बनाई गई हों।

[फाईल सं. 5(5)/86-ई.आई.ए.पी.]

New Delhi, the 20th September, 1986

S.O. 3185.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control & Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises M/s. Zenith Steel Pipes and Industries Ltd., Khopoli (Maharashtra)-410203 having their registered office at Mou Mahal, 195, Churchgate Reclamation Bombay-400020 as the Agency for a period of three years from the date of publication of this notification in the Official Gazette for inspection of steel tubes (15 mm to 200 mm bore) manufactured at M/s. Zenith Steel Pipes and Industries Ltd., Khopoli-410203 prior to export subject to the following conditions, namely :—

1. M/s. Zenith Steel Pipes and Industries Ltd. shall carry out the inspection steel tubes (15 mm to 200 mm nominal bore) manufactured at M/s. Zenith Steel Pipes and Industries Ltd., Khopoli-410203 prior to export under the technical control of an officer not below the rank of Additional Director of the Export Inspection Agency-Bombay and for this purpose M/s. Zenith Steel Pipes and Industries Ltd. shall pay to the Export Inspection Agency-Bombay an amount at the rate of 0.1 per cent of the f.o.b. (free on board) value of steel tubes (15 mm to 200 mm nominal bore) exported from their unit at M/s. Zenith Steel Pipes and Industries Ltd., Khopoli-410203 subject to a minimum of rupees two thousand five hundred and maximum of rupees one lakh in a year.

2. M/s. Zenith Steel Pipes and Industries Ltd. in the performance of its functions under this notification shall be bound by such direction as the Director (Inspection and Quality Control) may give to it in writing from time to time.

Explanation—For this purpose, of this Notification 'Steel Tubes' means steel tubes with plain ends and/or screwed (threaded) end(s) with or without socket, either black or galvanised, welded or seamless, suitable for conveying fluids, solids and for mechanical and structural purposes such as manufacture of steel furniture, bicycles and electrical conduits but shall not include sockets when they are meant for export individually.

[F. No. 5(5)/86-EI&EP]

का. आ. 3186—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मैसर्स सायमन इंडिया लि. कालवा थाना-400601 में विनिर्मित विद्युत मोटर (5.5 किलोवाट से 750 किलो वाट) का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स सायमन इंडिया लि. को जिसका रजिस्ट्रीकृत कार्यालय 134-ए, डा. एम. बी. जेसेट रोड, बोरली बम्बई-400038 पर स्थित है, अधिकारण के रूप में निम्नलिखित शर्तों के अधीन रखते हुए अधिसूचना के राजपत्र में प्रकाशित होने की तारीख से तीन वर्ष की अवधि के लिए एतद्वारा मान्यता देती है, अर्थात् :—

1. कि मैसर्स सायमन इंडिया लि. कालवा, थाना-400601 में विनिर्मित विद्युत मोटर (5.5 कि. वाट से 750 कि. वाट) का निर्यात से पूर्व निरीक्षण मैसर्स सायमन इंडिया लि. द्वारा ऐसे अधिकारी के तकनीकी नियंत्रण में किया जाएगा जिसका पद निर्यात निरीक्षण अधिकरण बम्बई के उपर निदेशक से कम न हो और इस प्रयोजन के लिए मैसर्स सायमन इंडिया लि. अपनी यूनिट मैसर्स सायमन इंडिया लि. कालवा थाना-400601 से निर्यात किए गए विद्युत मोटर (5.5 कि. वाट से 750 कि. वाट) के पोत-पर्यन्त निः शुल्क (एफ. ओ. बी.) मूल्य के 0.1 प्रतिशत की दर से राशि निर्यात निरीक्षण अधिकरण-बम्बई को देगा जो एक वर्ष में कम से कम बी हजार पांच सौ रुपये और अधिक से अधिक एक लाख रुपये होगी।

2. कि मैसर्स सायमन इंडिया लि. कालवा इस अधिसूचना के अधीन अपने कार्यों के पालन में ऐसे निर्देशों द्वारा बाधित होगी जो निदेशक (निरीक्षण क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में दिए जाते हैं।

स्पष्टीकरण :—इस प्रयोजन के लिए "इलेक्ट्रिक मोटर" से अभिप्राय उस मशीन से है जो विद्युत ऊर्जा को यांत्रिक ऊर्जा में बदलने की क्षमता रखती हो।

[फाईल सं. 5(7)/86-ई आई एच ए पी 3]

S.O. 3186.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control & Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises M/s. Siemens India Ltd., having their registered office at 134-A, Dr. Annie Basant Road, Worli, Bombay-400018, as the agency, for a period of 3 years from the date of publication of this notification in the Official Gazette for inspection of electric motors (5.5 KW to 750 KW) manufactured at M/s. Siemens India Ltd., Kalwa, Thana-400601, prior to export subject to the following conditions, namely :—

1. That M/s. Siemens India Ltd., shall carryout inspection of electric motors (5.5 KW to 750 KW) manufactured at M/s. Siemens India Ltd., Kalwa, Thana-400601, prior to export under the technical control of an officer not below the rank of Additional Director, Export Inspection Agency-Bombay and for this purpose M/s. Siemens India Ltd., shall pay to the Export Inspection Agency-Bombay an amount at the rate of 0.1 per cent of the f.o.b. (free on board) value of electric motors (5.5 KW to 750 KW) exported from their unit at M/s. Siemens India Ltd., Kalwa, Thana-400601, subject to a minimum of rupees two thousand five hundred and maximum of rupees one lakh in a year.

2. M/s. Siemens India Ltd., Kalwa in the performance of its functions under this notification shall be bound by such direction as the Director (Inspection & Quality Control) may give to it in writing from time to time.

Explanation.—For this purpose 'Electric Motors' means a machine which is capable of converting electrical energy into mechanical energy.

[F. No. 5(7)/86-EI&EP]

का. आ. 3187 :—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स के ई सी इंटर नेशनल लिमिटेड, लाल बहादुर शास्त्री मार्ग, कुरला, बम्बई-400070 में विनिर्मित संवरण लार्ज टाइमर्स का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स के ई सी इंटरनेशनल लिमिटेड, को जिसका रजिस्ट्रीकृत कार्यालय, लाल बहादुर शास्त्री मार्ग, कुरला, बम्बई-400070 में स्थित है इस अधिसूचना



के राजपत्र में प्रकाशित होने की तारीख से, तीन वर्ष की अवधि के लिए का.आ. 1485-तारीख 16-5-1981 के अनुसार अधिसूचित शर्तों के अधीन रहते हुए अभिकरण के रूप में मान्यता देती है।

[फाइल सं. 5(5)/80-ईआई एण्ड ईपी]

S.O. 3187.—In exercise of powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years with effect from the date of publication of this Notification in the Official Gazette M/s. KEC International Limited having their registered office at Lal Bahadur Shastri Marg, Kurla, Bombay-400070, as the agency, for inspection of transmission line towers manufactured at M/s. KEC International Limited, Lal Bahadur Shastri Marg, Kurla, Bombay-400070, prior to export, subject to the conditions notified vide S.O. 1485 dated 16-5-1981.

[F. No. 5(5)/80-EI&EP]

का.आ. 3188:—केन्द्रीय सरकार, निर्यात (व्यापार) नियंत्रण और निरीक्षण अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रबल शक्तियों का प्रयोग करते हुए, मैसर्स केईसी इंटरनेशनल लिमिटेड, झोटवारा, जयपुर, में विनिर्मित संचरण लाइन टावरों का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स केईसी इंटरनेशनल लिमिटेड, जिनका रजिस्ट्रीकृत कार्यालय लाल बाहदुर शास्त्री मार्ग, कुरला, बम्बई-7 में स्थित है, इस अधिसूचना के राजपत्र में प्रकाशित होने की तारीख से, तीन वर्ष की अवधि के लिए का.आ. 1486 तारीख 16-5-1981 के अनुसार अधिसूचित शर्तों के अधीन रहते हुए अभिकरण के रूप में मान्यता देती है।

[फा सं. 5(5)/80-ईआई एण्ड ईपी]

एन. एस. हरिहरन, निदेशक

S.O. 3188.—In exercise of powers conferred by sub-section (1) of Section 7 of the Export (Quality Control & Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years with effect from the date of publication of this Notification in the Official Gazette M/s. KEC International Limited having their registered office at Lal Bahadur Shastri Marg, Kurla, Bombay-400070, as the agency for inspection of transmission line towers manufactured at M/s. KEC International Limited, Jhotwara, Jaipur, prior to export, subject to the conditions notified vide S.O. 1486 dated 16-5-1981.

[F. No. 5(5)/80-EI&EP]  
N. S. HARIHARAN, Director

(उप मुख्य निर्यात आयात निर्यात का कार्यालय)

हैदराबाद, 28 जुलाई, 1986

लाइसेंस निरसन आदेश

का.आ. 3189.—मोहरबंद कामरेसों के उत्पादन के लिए सिमरार सि.ए. इंजीनी प्रकाश के पत्तरी (शीट्स) के आयात के लिए मैसर्स श्रीराम रेफ्रिजेशन इंडस्ट्रीज लिमिटेड, हैदराबाद को रु. 39,50,000/- सि. आ.ए. मूल्य के एक आयात लाइसेंस संख्या : पी/डी/2249873/सी/XX/96/डब्ल्यू/95 दिनांक 23/8/85 को जारी किया गया था। पार्टी ने उपरोक्त आयात लाइसेंस की सीमाशुल्क प्रयोजन की दूसरी प्रति जारी करने के लिए इस कारण से आवेदन किया है कि सीमाशुल्क प्रयोजन की मूल प्रति गम हो गई है। लाइसेंस की दूसरी प्रति जिसकी आवश्यकता है उसका कुल मूल्य लाइसेंस के पूर्ण मूल्य के लिए अतः रु. 39,50,000/- होगा।

अपने आवेदन के समर्थन में आवेदनकर्ता ने मोहरबंद कामरार पर अधिकृत लेख्य प्रमाणक द्वारा सत्यापित शपथ-पत्र दायर किया है। आवेदनकर्ता ने यह भी आश्वासन दिया है कि लाइसेंस की सीमाशुल्क प्रयोजन की मूल प्रति का पता लग जाने पर या ह्रास में मिल जाने पर संबंधित लाइसेंस जारी करने वाले प्राधिकारी को सूचित दिया जाएगा।

मुझे संतुष्टि हुई है कि लाइसेंस संख्या : पी/डी/2249873/सी/XX/96/डब्ल्यू/95 दिनांक 23/8/85 की सीमाशुल्क प्रयोजन की मूल प्रति गम हो गई है और आवेदनकर्ता को लाइसेंस की सीमाशुल्क प्रयोजन की दूसरी प्रति जारी किये जाये। लाइसेंस संख्या : पी/डी/2249873/सी/XX/96/डब्ल्यू/95 दिनांक 23/8/85 की सीमाशुल्क प्रयोजन की मूल प्रति इसके द्वारा रद्द की जाती है।

[फा. सं. आई टी सी/ए, यू/जीटीडी/सप. 39/ए एम 86/हैदराबाद]  
बि. ए. कुलकर्णी, उप मुख्य निर्यात, आयात एवं निर्यात

Hyderabad, the 28th July, 1986

LICENCE CANCELLATION ORDER

S.O. 3189.—M/s. Shriram Refrigeration Industries Limited, Hyderabad were granted an Import Licence bearing No. P/D/2249873/C/XX/96/W/95 dated 23-8-85 for a c.i.f. value of Rs. 39,50,000 for import of CRCA EDD Quality sheets for the manufacture of Sealed Compressors. The party has applied for grant of Duplicate Customs purpose copy of the aforesaid Import Licence on the ground that the original Customs purpose has been lost. The total amount for which the duplicate copy of the licence required is for the full value of the licence i.e. Rs. 39,50,000 (Rupees thirty nine lakhs and fifty thousand only).

In support of their contention, the applicant has filed an affidavit on stamped paper duly attested by a Public Notary. The applicant has also undertaken to return the licensing authority concerned the original customs purpose copy of the licence if the same is traced or found later on.

I am satisfied that the original Customs purpose copy of licence No. P/D/2249873/C/XX/96/W/95 dated 23-8-85 has been lost that duplicate Customs purpose copy of licence should be issued to the applicant. The original Customs copy of Licence No. P/D/2249873/C/XX/96/W/95 dated 23-8-85 is hereby cancelled.

[File No. ITC/AU/DGTD/Sup. 39/AM 86/Hyd.]

B. A. KULKARNI, Dy. Chief Controller  
of Imports & Exports

(उप मुख्य निर्यात, आयात एवं निर्यात का कार्यालय)

नई दिल्ली, 5 सितम्बर, 1986

आदेश

का.आ. 3190.—श्री चन्द्र प्रकाश सूरी, यू.एन.डी.पी. इंजीनियर, कोटामल परियोजना, श्रीलंका को एक ओटा-करोला-1300 सी.सी.पेट्रोल जी.एल. सुबान माडल कार का आयात करने के लिए 87,000 रु. मूल्य का एक सीमाशुल्क निकासी परमिट सं.पी./जे./3075037 दिनांक 17-7-86 दिया गया था। आवेदक ने उक्त सीमाशुल्क निकासी परमिट की अनुमिति प्रति जारी करने के लिए इस आधार पर आवेदन दिया है कि मूल सीमाशुल्क निकासी परमिट अस्थायी/खो गया है। भारे यह भी बताया गया है कि मूल सीमाशुल्क निकासी परमिट को किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया था तथा इस प्रकार सीमाशुल्क निकासी परमिट के मूल्य का बिल्कुल भी उपयोग नहीं किया गया है।

2. अपने तर्क के समर्थन में आवेदक ने उचित न्यायिक प्राधिकारी के सम्मुख विधिवत शपथ लेकर एक शपथ-पत्र दायर किया है। मैं तबनुसार संतुष्ट हूँ कि आवेदक द्वारा मूल सीमाशुल्क निकासी परमिट

सं. पी./जे./3075037 दिनांक 17-7-86 को गया है। समय-समय पर यथासंशोधित आयात (नियंत्रण) आदेश 1955, दिनांक 7-12-1955 की उप धारा 9 (सी सी.) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए श्री चन्द्र प्रकाश सूरी को जारी उक्त मूल सीमाशुल्क निकासी परमिट सं. पी./जे./3075037 दिनांक 17-7-86 को एतद्वारा रद्द किया जाता है।

3. पार्टी को सीमाशुल्क निकासी परमिट की प्रतिलिपि प्रति को अलग से जारी किया जा रहा है।

[फा.सं. जी.ए.-67/85-86/बी.एल.एस./1372]

एन.एस. कृष्णामूर्ति, उप मुख्य नियंत्रक,  
आयात एवं निर्यात  
उत्ते मुख्य नियंत्रक, आयात एवं निर्यात

(Office of the Chief Controller of Imports and Exports)

New Delhi, the 5th September, 1986

### ORDER

S.O. 3190.—Mr. Chander Parkash Suri, UNDP Engineer, Kotanale Project of Sri Lanka was granted a Customs Clearance Permit No. P/J/3075037 dt. 17-7-86 for Rs. 87,000 only for import of One No. Toyota-Corolla-1300 cc Petrol GL Seden Model Car. The applicant has applied for issue of Duplicate copy of the above mentioned Customs Clearance Permit on the ground that the original CCP has been misplaced/lost. It has further been stated that the original CCP was not registered with any Customs authority and as such value of the CCP has not been utilised at all.

2. In support of this contention, the licensee has filed an affidavit duly sworn in before appropriate judicial authority. I am accordingly satisfied that the original CCP No. P/J/3075037 dt. 17-7-86 has been lost by the applicant. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/3075037 dt. 17-7-86 issued to Mr. Chander Parkash Suri is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F.No. QA-67/85-86/BLS/1372]

N.S. KRISHNAMURTHY, Dy. Chief Controller  
of Imports & Exports  
for Chief Controller of Imports & Exports

### उद्योग मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 29 अगस्त, 1986

का. प्र. 3191.—एकाधिकार तथा अन्तरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्वारा इस अधिसूचना के अनुसूचक में उल्लिखित उपक्रमों के पंजीकरण को उक्त उपक्रमों के वह उपक्रम होने पर, जिस पर उक्त अधिनियम के अध्याय III के भाग क के उपबंध अद्य लागू नहीं होते हैं, के निरस्तीकरण को अधिसूचित करती है।

अधिसूचना सं. 16/12/86-एम.-III का अनुसूचक

क्रम सं.	उद्योगों के नाम	पंजीकृत पते	पंजीकरण संख्या
1	2	3	4
1.	प्रीमियर मिल्स लि.	पुलंकीनार 642122	1618/83
		यू-डम्पलपेट तालुक बिस्त्रीकट कोयम्बटूर	

	2	3	4
2.	यू-डम्पलपेट टेक्सटाइल लि.	प्रीमियर हाउस 8/87, ए.टी.ओ. स्ट्रीट, रेस कोर्स, कोयम्बटूर-641018	2295/85
3.	पुलंकीनार इन्वेस्टमेंट एंड फाइनेंस लि.	8/87, एटीडी स्ट्रीट, रेस कोर्स, कोयम्बटूर-641018	2294/85
4.	शेरवानी एग्री-कल्चर फार्म	पी.ओ. नेली बिस्त्रीकट एटा (यू. पी.)	2205/85

[सं. 16/12/86-एम.-III]

एल. सी. गोयल, चवर सचिव

### MINISTRY OF INDUSTRY (Department of Company Affairs)

New Delhi, the 29th August, 1986

S.O. 3191.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part A, Chapter III of the said Act no longer apply.

### ANNEXURE TO THE NOTIFICATION NO.16/12/86.M-III

S.No.	Names of the undertakings	Registered Address	Registration No.
1.	Premier Mills Ltd.	Pulankinar-642122 U-dampalpet, Taluk, Coimbatore Distt.	1618/83
2.	U-dampalpet Textiles Ltd.	Premier House, 8/87, A.T.O. Street, Race Course, Coimbatore-641018	2295/85
3.	Pulankinar Investment and Finance Ltd.	8/87, ATD Street, Race Course, Coimbatore-641018	2294/85
4.	Shervani Agriculture Farm	P.O. Neoli Distt. Etah (UP)	2205/85

[No. 16/12/86-M-III]

L.C. GOYAL, Under Secy.

### उर्जा मंत्रालय

(विद्युत विभाग)

नई दिल्ली, 29 अगस्त, 1986

का. प्र. 3192.—सार्वजनिक स्थान (समाश्रित) अधिनियमों की वेदखली अधिनियम, 1971 (1971 का 40) की धारा-3 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नीचे दी गई तालिका के कालम (1) में उल्लिखित राष्ट्रीय स्तर विद्युत निगम लि. एक सांख्यिक प्राधिकरण के अधिकारी, जो कि भारत सरकार के राजपत्रित अधिकारी के समकक्ष हैं, को कथित अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है, जो उल्लिखित तालिका के

कालम-2 में संबंधित प्रविष्टि में निविष्ट सार्वजनिक स्थानों के बारे में कथित अधिनियम के द्वारा अथवा उससे अन्तर्गत संवदा अधिकारी को प्रदत्त की गई शक्तियों का उपयोग कर सकेगा और] संवदा अधिकारी को सीधे गए कर्तव्यों का पालन करेगा।

### तालिका

अधिकारी का नाम पदनाम	सार्वजनिक स्थानों की श्रेणियाँ और क्षेत्र- धिकार की स्थानीय सीमाएँ
श्री एम. बंधोपाध्याय प्रबंधक	जिला-मिर्जापुर (उत्तर प्रदेश) शक्ति नगर में राष्ट्रीय ताप विद्युत निगम लिमिटेड के केन्द्र और सिंगरीली सुपर ताप विद्युत परियोजना के स्वामित्व वाली पट्टे पर की गई और किराए पर की गई सभी भूमि, क्वाटर संवदा संपत्ति और अन्य आवास।

[संख्या 8/8/86-यू. एस. (सी. टी.)]  
के. एन. बिश्वास, अवर सचिव

### MINISTRY OF ENERGY

(Department of Power)

New Delhi, the 28th August, 1986

S.O.3192,—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer of the National Thermal Power Corporation Limited, a statutory authority, equivalent to the rank of gazetted officer of the Government of India, to be the estate officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officer by or under the said Act, in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of Officer	Categories of public premises and local limits of jurisdiction
1)	2)
Shri M. Bandopadhyay Manager	All lands, quarters, estate, pre- mises and other accommodation owned, leased and rented by the Singrauli Super Thermal Power Project and Station of National Thermal Power Corporation Ltd. in Shakti Nagar, District Mirzapur (U.P.)

[No. 8/8/86-US (CT)]

K.N. BISWAS, Under Secy.

(Department of Coal)

New Delhi, the 1st September, 1986

### CORRIGENDUM

S.O. 3193.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal)

No. S.O. 1088 dated the 27th February, 1986, published in the Gazette of India, Part II-section 3, Sub-section (ii) dated the 15th March, 1986 at pages 1159-60, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands described in the Schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the said Act and of all other powers enabling it in this behalf, the Central Government hereby makes the following amendments in the said notification, namely:—

At pages 1160 in the Schedule :—

(a) under the heading villages :—

- (i) against serial number 2, for the word “Khuto” the word “Kichto” shall be substituted;
- (ii) against serial number 4, for the word “Khauda” the word “Kanauda” shall be substituted;

(iii) against serial number 5, for the word “Bajdhar” the word “Rajdhar” shall be substituted;

(iv) against serial number 7 for the word “Kamlayannpur”, the word “Kalyanpur” and for the figures “85/242” under the heading “Thana number”, the figures “85/245 shall be substituted ;

(b) under the heading Boundary Description,—

(i) against item number two, for the description, the following description shall be substituted namely—  
“Lines pass through villages Rajdhar and Sidalu”

(ii) against item number three, for the description, following description shall be substituted,—“line passes through village Sidalu and along boundary of villages Rajdhar, Bijain, Kanauda and Bijain, Kanauda and Piparwar (which forms part common boundary with Piparwar Block Extension),

(iii) against item number four, for the description, following description shall be substituted namely:—  
“line passes through village Kichto” ;

(iv) against item number Six, for the description, the following description shall be substituted namely—  
“line passes through village Kichto” ;

(v) against item number 7, for the description, the following description shall be substituted, namely—  
“lines passes through villages Kichto, Bahera and Karo and again Bahera”;

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13, of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi within ninety days from the date of publication of this notification;

[F. No. 43015/31/85-CA]

का. आ. 3194:—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाययुक्त अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किये जाने की संभावना है;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. राजस्व/22/86 तारीख 7-5-1986 का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, दरभंगा हाउस, रांची-834001 (बिहार) के कार्यालय में या उपायुक्त हजारीबाग (बिहार) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता-700001 के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवन्त सभी व्यक्ति उक्त अधिनियम, की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों, और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्वे दिन के भीतर, राजस्व अधिकारी, सेंट्रल कोलफील्ड्स लिमिटेड, दरभंगा हाउस, रांची-834001 (बिहार) को परिवर्त करेंगे।

अनुसूची

सिरका विस्तार—6

दक्षिण कर्णपुरा कोयला क्षेत्र

(पूर्वोक्षण के लिये अधिसूचित भूमि)

क्रम सं.	ग्राम	थाना	थाना सं०	जिला	क्षेत्र	टिप्पणियाँ
1.	सिरका मांडू	136	हजारीबाग	159.00	भाग	
कुल क्षेत्र : 159.00 एकड़ (लगभग)						
या 64.34 हेक्टर (लगभग)						

सीमा वर्णन :

क—ख रेखा सिरका ग्राम से दामोदर नदी की उत्तरी सीमा के भाग के साथ-साथ जाती है।

ख—ग रेखा सिरका ग्राम से होकर जाती है [जो कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 4 के अधीन अधिसूचित सिरका विस्तार-5 के साथ सामान्य सीमा का भाग है] और बिन्दु "ग" पर मिलती है।

ग—क रेखा सिरका ग्राम से होकर जाती है (जो पट्टाक्षति सीमा है) और आरंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/11/86-सी.ए.]

समय सिंह, अवर सचिव

S.O.3194.—Whereas it appears to the Central Government that coal is likely to be obtained from the land mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives Notice of its intention to prospect for coal therein.

The plan No. Rev/22/86 dated 7-5-86 of the area covered by this notification may be inspected in the office of the Central Coalfields Limited, Revenue Section, Darbhanga House, Ranchi—834001 (Bihar) or in the office of the Deputy Commissioner, Hazaribagh (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta-700001.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi—834001 (Bihar) within ninety days from the date of the publication of this notification.

#### SCHEDULE

##### SIRKA EXTENSION VI

##### SOUTH KARANPURA COALFIELD

(Showing land notified for prospecting)

Serial number	Village Thana number	District	Area	Remarks
1. Sirka	Mandu	136 Hazaribagh	159.00	Part
Total area : 159.00 acres (approx.)				
Or 64.34 hectares (approx.)				

#### BOUNDARY DESCRIPTION :

- A—B line passes along part northern boundary of River Demodar in village Sirka and meets at point 'B'.
- B—C line passes through village Sirka [which forms part common boundary with Sirka Extn. V notified U/s 4 of Coal Bearing Areas (Acquisition & Development) Act, 1957] and meets at point 'C'.
- C—A line passes through village Sirka (which forms lease hold boundary) and meets at starting point 'A'.

[No. 43015/11/86-CA]

SAMAYSINGH, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 25 अगस्त, 1986

का.प्रा. 3195.—यत्. केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बंबई से पूना तक पेट्रोलियम पदार्थों के परिवहन के लिए पाईप लाईन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन द्वारा बिछाई जानी चाहिये।

और अतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्पावव्य अनुसूची में वर्जित भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाव्य लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार प्रजित करने का प्रपन्ना प्रशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद् कोई व्यक्ति, उस भूमि के नीचे पाव्य लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, बंबई पूर्ण पाव्य लाइन्स प्रोजेक्ट फ्युवेल रिकायनरीज कॉरिडोर रोड बंबई को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिविष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

पाईपलाइन लॉन्धीवाडी से काटरंग तक  
तालुका—जासापुर जिला—रायगढ़ महाराष्ट्र

गांव	खसरा नं.	हि. मं.	क्षेत्रफल है. भार. से.
1	2	3	4
1. सोंधीवाडी,,	106	का भाग	00-01-35
	107	अ	00-05-40
	107	7	00-04-75
2. घमरोटी	41	1	00-04-50
	53	का भाग	00-01-50
3. निगडोली	39	का भाग	00-25-39
	89	1—अ	00-08-82
	89	2—ब ,	00-02-25
	97	4—अ-1	00-08-75
	97	4—के	00-06-12
	97	5	00-16-64
	100	5	00-06-94
	100	6	00-10-08
	100	9	00-07-74

1	2	3	4
	106	का भाग	00-23-92
	119	का भाग	00-23-00
4. शिरवाडी	7	का भाग	00-07-70
	13	का भाग	00-02-70
5. खालापुर	गांवठोण,, का भाग		00-10-35
	131	1	00-12-78
6. मढ़ ]	72	4	00-09-65
	101	का भाग	00-03-60
	103	का भाग	00-03-24
	104	1	00-00-90
7. हाल खुर्द	27	का भाग	00-04-05
8. घजोशी	6	1	00-16-00
	13	का भाग	00-04-00
9. सील	19	2	00-03-00
	सी.टी.एस.-2452	का भाग ,	00-01-86
	सी.टी.एस.-2450	का भाग	00-01-68
	सी.टी.एस.-2443	का भाग	00-03-38
10. बरोसे	16	का भाग	00-06-37
11. काटरंग	3	का भाग	00-12-15

[सं. O-12016/143/86-प्रो एन जी-डी-4]

MINISTRY OF PETROLEUM AND NATURAL GAS  
New Delhi, the 25th August, 1986

S.O. 3195.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State Maharashtra through pipeline and that said pipeline is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipeline it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the pipeline through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself through any lawyer appointed by him.

**SCHEDULE**  
Pipe Line from Lodhivali to Katrag  
District : Raigad, Maharashtra

Taluka : Khalapur

Village	S. No.	H. No.	Area			
	G.No.		Hectrs	Acres	Gunthas	
3						
(1) Lodhivali	106 (Pt)	..	00	01	35	
	107-A	..	00	05	40	
	108	7	00	04	75	
(2) Asroli	41	1	00	04	50	
	53 (Pt)	..	00	01	50	
(3) Nigdoli	39 (Pt)	..	00	25	38	
	89	1A	00	08	82	
	89	2B	00	02	25	
	97	4A (1)	00	08	75	
	97	4K	00	06	12	
	97	5	00	16	64	
	100	5	00	06	94	
	100	6	00	10	08	
	100	9	00	07	74	
	106 (Pt)	..	00	23	92	
(4) Shirvali	119 (Pt)	..	00	23	00	
	7 (Pt)	..	00	07	70	
	13 (Pt)	..	00	02	70	
(5) Kasbe Khalapur	Gaothan	(Part)	00	10	35	
	131	1	00	12	78	
(6) Madh	72	4	00	09	65	
	101 (Pt)	..	00	03	60	
	103 (Pt)	..	00	03	24	
	104	1	00	00	90	
(7) Hal-Kd,	27 (Pt)	..	00	04	05	
(8) Ajoshi	6	1	00	16	00	
	13 (Pt)	..	00	04	00	
(9) Sheel	19	2	00	03	00	
	C.T.S.	2452 (Pt)	00	01	86	
	C.T.S.	2450 (Pt)	00	01	68	
	C.T.S.	2443 (Pt)	00	03	38	
(10) Varose	16	(Pt)	00	06	37	
(11) Katrang	3	(Pt)	00	12	15	

[No. O-12016/143/86-ONG-D4]

का.पा. 3196:—यत. केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बंबई में पूना तक पट्रोलियम पदार्थों के परिवहन के लिये पाईप लाईन हिन्दुस्तान पट्रोलियम कार्पोरेशन द्वारा बिछाई जाने चाहिये।

और यत. यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्वाक्य अनुसूची में वर्जित भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

अतः अब पट्रोलियम और जनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार प्रजित करने का अपना आशय एतद्द्वारा घोषित किया है।

भारत कि उक्त भूमि में हितवन् कोई व्यक्ति, उस भूमि के नीचे पाईपलाईन बिछाने के लिये आक्षेप सक्षम प्राधिकारी हिन्दुस्तान पट्रोलियम

कार्पोरेशन लिमिटेड, बम्बई पुणे पाईप लाईन प्रोजेक्ट फ्युगेल रिकायनरीज कारिडार रोड बम्बई को इस अधिसूचना की तारीख से 26 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करते वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची			
गांव-सांगुडे तहसील-खेड जिला-पुणे महाराष्ट्र			
गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
सांगुडे,	76	का भाग	00-03-60
	111	..	00-10-08
	112	..	00-07-92
	129	..	00-30-24

[मं. ओ-12016/142/86-मो एन जी-बी 4]

S.O. 3196.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra though pipeline and that said pipeline is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipeline it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule,

Now, therefore in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals (Pipelines) (Acquisition of Right of User in Land) AO 1962 (50

of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the pipeline through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself through any lawyer appointed by him.

## SCHEDULE

Village : Sangunde		Tahsil : Khed		Dist : Pune State : Maharashtra		
Village	S.No.	H.No.	Area			
1	2	3	4			
			H.	A.	C.	
Sangunde	76	Part	00	03	60	
Sangunde	111	Part	00	10	08	
Sangunde	112	Part	00	07	92	
Sangunde	129	Part	00	30	24	

[No. O-12016/142/86-ONG-D4]

शुद्धि-पत्र

का.आ. 3197:—भारत सरकार के राजपत्र II, खंड 3, उपखंड (ii) दिनांक 12-3-1983 पृष्ठ क्रमांक 1482 का.वा. संख्या 12016/13/83 प्रोड के अंतर्गत भारत सरकार उर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या क्रमांक 1519 दिनांक 12-3-83 के अंतर्गत पेट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम द्वारा 3 की उपधारा (1) के अधीन बंठित गांव पाली बु. सहस्राल पन्नेल जिला रायगढ़ महाराष्ट्र के खसरा नम्बर 36 में पार्षद लाइन बिछाने का प्रयोजन प्रसाइनमेंट बवलने से अब न रहा है। अब अतः उपरिबंठित भूमि, खसरा नम्बर 36, धारा 3 की उपधारा (1) के अधिसूचना के अनुसूची से कम कर दी गई है।

## अनुसूची

पट्टे कालम 2				के लिए कालम 1			
गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
हे. - एअर - सेण्टी				हे. - एअर - सेण्टी			
1	2	3	4	1	2	3	4
भाग—1							
पाली बु.		—कुछ नहीं—		पाली बु.		—कुछ नहीं—	
भाग—2							
पाली बु.	36	का भाग	0-45.00				

[सं. O-12016/13/85—प्रो. 1]

## CORRIGENDUM

S.O. 3197.—The land bearing S. No. 36 of village Pali Bk., Tahsil Panvel, District Raigad, State Maharashtra, which was notified under Section 3 sub-section (i) of the Petroleum and Minerals Pipe Lines (Acquisition of Right of

User In Land) Act, 1962, as per Government of India's notification No. 12016/13/83-Prod dated 12th March, 1983 and S.O. 1519 published in the Gazette of India Part II Section 3, Sub-section (ii) at page 1482, is not now required due to change in alignment of the Pipe Line Project and therefore, it is deleted from the notification under Section 3 of Sub-section (i) referred to above.

## SCHEDULE

READ Column No. 2				FOR Column No. 1			
Village	S. No.	H. No.	Area	Village	S. No.	H. No.	Area
			H Arc Cent.				H Area Cent
1	2	3	4	1	2	3	4
Part—I							
Pali Bk.	NIL			Pali Bk.	NIL		
Part—II							
Pali BK.	36	Part	0.45,00				

[No. O-12016/13/85-Prod.]

## शुद्धि-पत्र

का.आ. 3198:—भारत सरकार के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 19 मार्च, 1983 पृष्ठ क्रमांक का 1536 का.आ. संख्या क्रमांक 12016/8/83-प्रोड के अंतर्गत भारत सरकार, उर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 1573 दिनांक 19 मार्च 1983 के अंतर्गत पेट्रोलियम और खनिज पाईप लाईन भूमि में उपयोग के अधिकार का अर्जन-अधिनियम 1962 की धारा 3 उपधारा (1) के अधीन गांव—भानवज तहसील—खालापुर जिला—रायगढ़ महाराष्ट्र के अंतर्गत अधिसूचना में वर्णित भूमि में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 1 के बदले अनुसूची में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 2 में दी गई अनुसूची को पढ़ें।

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि पाईप लाईन बिछाने का प्रयोजन असर्वाइनमेंट बदलने से अब न रहा है, अब अतः निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि, धारा 3 उपधारा (1) के अधिसूचना के अनुसूची से कम कर दी गई है।

## अनुसूची

कालम 2 पढ़ें				भाग 1				कालम 1 के लिए			
गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल	गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल	गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल
			हे. भा. से.				हे. भा. से.				
भानवज	25	का भाग	00.02.00	भानवज	25	का भाग	00.02.00				
	27	का भाग	00.42.00		27	का भाग	00.42.00				
	28	5	00.10.80		28	का भाग	00.14.00				
	29	1	00.05.00		29	का भाग	00.09.00				
	29	2	00.04.00								
	31	5 अ	00.18.00		31	का भाग	00.46.00				
	31	4 अ	00.04.70								
	32	1 अ	00.11.79		32	का भाग	00.18.00				
	32	1 अ	00.06.85								
	34	4+6 अ	00.05.94		34	का भाग	00.11.00				
		2									
	34	1 अ	00.02.25								
	35	1 अ	00.10.00		35	का भाग	00.41.00				
	35	1 के	00.09.00								
	35	1 अ	00.07.45								
	63	का भाग	00.54.00		63	का भाग	00.54.00				

भाग—2

शुद्ध नहीं

[सं. O-12016/8/83—प्रोड-1]

## CORRIGENDUM

S.O.3198.—In the Notification of Government of India, Ministry of Energy (Department of Petroleum) No. 12016/8/83-Prod dated 19th March, 1983 published under S.O. No. 1573 in the Gazette of India, Part II, Section 3, sub-section (ii) at page 1536 issued under section 3 of sub-section (1) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 in respect of village Bhanvaj Tahsil Khalapur District Raigad, State Maharashtra,

for S. Nos. and Hissa Nos. and areas shown in the column No. I of the Schedule appended to this corrigendum read the S. Nos., H. Nos. areas as shown in the column No. II of the said schedule

(2) Lands mentioned in the part II of the appended schedule, however do not come under the pipe line project due to change in alignment and therefore, they are deleted from the schedule appended to the Notification under section 3, sub-section (i) referred to above.



## SCHEDULE

Read (Col II)

For (Col I)

## PART I

Village	S. No. G.No.	H.No.	Area		C.	Village	S. No. G.No.	H.No.	Area		
			H.A.						H.A.	C.	
Bhanwaj	25	(Pt)	00	02	00	Bhanwaj	25	(Pt)	00	02	00
	27	(Pt)	00	42	00		27	(Pt)	00	42	00
	28	5	00	10	80		23	(Pt)	00	14	00
	29	1	00	05	00		29	(Pt)	00	09	00
	29	2	00	04	00						
	31	5B	00	18	00		31	(Pt)	00	46	00
	31	4D	00	04	70						
	32	1A	00	11	79		32	(Pt)	00	18	00
	32	1B	00	06	65						
	34	4+ 6B	00	05	94		34	(Pt)	00	11	00
		2									
	34	1A	00	02	25		35	(Pt)	00	41	00
	35	1A	00	10	00						
	35	1K	00	09	00						
	35	1B	00	07	45						
63	(Pt)	00	54	00	63	(Pt)	00	54	00		

## PART II—NIL

[No. O-12016/8/83-Prod. I]

## मुख्यपत्र

क्र.आ. 3199:—भारत सरकार के राजपत्र भाग II खण्ड 3, उपखण्ड (ii) दिनांक 24 सितम्बर, 1983 पृष्ठ क्रमांक 3716 का.आ. संख्या क्रमांक O-12016/8/83-प्रोड के अंतर्गत भारत सरकार, उर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 3627 दिनांक 24 सितम्बर, 1983 के अंतर्गत पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 की धारा 6 उपधारा (i) के अर्थात् वर्णित गांव-मानवज सहसील—खालापुर जिला—रायगढ़ महाराष्ट्र के अंतर्गत अधिसूचना में वर्णित भूमि में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कागज 1 के बदले अनुसूची में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कागज 2 में दी गई अनुसूची को पढ़ें।

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि पाईप लाइन बिछाने का प्रयोजन प्रलाईनमेंट करवाने से भ्रम न रहा है। भ्रम अतः निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि, धारा 6 के उपधारा (1) के अधिसूचना के अनुसूची से कम कर दी गई है।

## अनुसूची

कागज 2 पढ़ें

भाग—1

कागज 1 के लिये

गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल	गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल
			हे. भा. से.				हे. भा. से.
भानवज	25	का भाग	00.02.00	भानवज	25	का भाग	00.02.00
	27	का भाग	00.42.00		27	का भाग	00.42.00
	28	5	00.10.80		28	का भाग	00.14.00
	29	1	00.05.00		29	का भाग	00.09.00
	29	2	00.04.00				
	31	5 ब	00.18.00		31	का भाग	00.46.00
	31	4 ड	00.04.70				
	32	1 अ	00.11.79		32	का भाग	00.18.00
	32	1 ब	00.06.75				
	34	45+6 ब	00.05.94		34	का भाग	00.11.00
		2					
	34	1 अ	00.02.25				
	35	1 अ	00.10.00		35	का भाग	00.41.00
	35	1 के	00.09.00				
	35	1 ब	00.07.45				
	63	का भाग	00.54.00		63	का भाग	00.54.00

भाग—2

कुछ नहीं

[सं. O-12016/8/83-प्रोड-II]

## CORRIGENDUM

S.O. 3199.—In the Notification of Government of India Ministry of Energy (Department of Petroleum) No. O-12012/8/83-Prod. dated 24th September, 1983 published under S.O. No. 3627 in the Gazette of India, Part II, Section 3, sub-section (ii) at page 3715 issued under section 6 of sub-section (i) of the Petroleum and Minerals Pipe lines (Acquisition of Right of User in the Land) Act, 1962 in respect of village Bhanvaj Tahsil Khalapur, District Raigad, State Maharashtra, for S. Nos. Hissa Nos. and areas shown in

the Column No I of the Schedule appended to this Corrigendum, read the S. Nos. H. Nos. and areas as shown in the Column No II of the said schedule.

(2) Lands mentioned in the Part II of the appended schedule, however, do not come under the pipe line project due to change in the alignment and therefore, they are deleted from the schedule appended to the Notification under section 6 sub-section (i) referred to above.

## SCHEDULE

## PART I

Read (Col II)

(For Col I)

Village	S.No. Gat	H.No.	Area	Village	S.No. G. No.	H.No.	Area
Bhanwaj	25	(Pt)	00 02 00	Bhanwaj	25	(Pt)	00 02 00
	27	(Pt)	00 42 00		27	(Pt)	00 42 00
	28	5	00 10 80		28	(Pt)	00 14 00
	29	1	00 05 00		29	(Pt)	00 09 00
	29	2	00 04 00				
	31	5B	00 18 00		31	(Pt)	00 46 00
	31	4D	00 04 70				
	32	1A	00 11 79		32	(Pt)	00 18 00
	32	1B	00 06 75				
	34	4+6B	00 05 94		34	(Pt)	00 11 00
		2					
	34	1A	00 20 20				
	35	1A	00 10 00		35	(Pt)	00 41 00
	35	1K	00 09 00				
	35	1B	00 07 45				
	63	(Pt)	00 54 00		63	(Pt)	00 54 00

## PART II

NIL

[No. O-12016/8/83-Prod. II]

## शुद्धि-पत्र

का. आ. 3200—भारत सरकार के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 4 सितम्बर, 1982 पृष्ठ क्रमांक 3130 और 3131 का. आ. संख्या क्रमांक 12016/31/82-प्रोट-1 के अंतर्गत भारत सरकार, पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या क्रमांक 3090 दिनांक 4 सितम्बर 1982 के अंतर्गत पेट्रोलियम और खनिज पार्श्व लाईन भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 की धारा 3 उपधारा (1) के अधीन वर्णित गांव—1. कसबे बालापुर 2. मठ 3. तावबुर्ग 4. हालबुर्ग 5. अजोशी 6. शिल सहसील—बालापुर जिला राज्य महाराष्ट्र के अंतर्गत अधिसूचना में वर्णित भूमि में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कासम 1 के बदले अनुसूची में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कासम 2 में की गई अनुसूची को पढ़ें।

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि पार्श्व लाईन बिछाने का प्रयोजन अलाईममेंट बदलने से अब न रहा है। अब अतः निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि धारा 3 के उपधारा (i) अधिसूचना के अनुसूची से कम कर दी गई है।

## अनुसूची

कासम 2 पढ़ें

भाग I

कासम 1 के लिए

गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. आ. से.	गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. आ. से.
कसबे	6	5	00.03.45	कसबे	6	का भाग	00.16.00
बालापुर	6	6	00.02.52	बालापुर	7		00.23.00
	7	1	00.07.33				
	7	3	00.07.80				
	7	4	00.02.00				
	8	1	00.16.54		8		00.16.00
	8	2	00*04.70				
परबी पलाट नं.	4		00.01.35	परबी			00.06.00
	61	1	00.03.24		61		00.11.00

1	2	3	4	5	6
	62	0	00.27.00	62	00.29.00
	64	2	00.33.57	64	00.22.00
	68	1	00.02.70	68	00.26.00
	68	2	00.04.05		
	68	4	00.14.50		
	68	5	00.06.75		
	69	0	00.24.75	69	00.22.00
	74	3	00.04.05	74	00.07.00
	75	2	00.19.44	75	00.18.00
	77	1	00.12.75	77	00.34.00
	77	2	00.21.00		
	103	1	00.41.00	103	00.41.00
	103	3	00.07.35		
	104	1	00.02.88	104	00.21.00
	104	अ + ब	00.18.69		

## जगसुखी

कालम 2 पढ़ें		भाग I			कालम 1 के लिये		
गाँव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. आ. से.	गाँव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. आ. से.
कसबे	130	1	00.10.44	कसबे	130	का भाग	00.32.00
खालापुर	130	2	00.09.13	खालापुर			
	130	3	00.06.75				
	132	1	00.04.73	132	"		00.25.00
	133	0	00.09.45	133	"		00.12.00

## भाग II

कसबे खालापुर	78	का भाग	00.03.00
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## भाग I

मठ	70	2	00.13.50	मठ	70	का भाग	00.19.00
	70	6	00.04.59				
	71	1	00.15.93	71	"		00.20.00
	73	2	00.22.75	73	"		00.29.00
	73	4	00.00.58				
	76	1	00.07.50	76	"		00.09.00
	76	3	00.09.60				
	76	4	00.03.40	77	"		00.15.00
	77	का भाग	00.24.29				
	79	0	00.08.00	79	"		00.08.00
	88	0	00.10.53	88	"		00.09.00
	89	1	00.01.35				
	89	2	00.04.14	89	"		00.09.00
	90	1	00.12.40	90	"		00.10.00

## भाग II

मठ	68	का भाग	00.06.00
	81	"	00.15.00

कालम 11 पक्के			अनुसूची भाग I		कालम 1 के लिये		
गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. आ. से.	गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. आ. से.
हालखुर्द	8	1	00.13.05	हालखुर्द	8		00.37.00
	8	2	00.02.70				
	8	5	00.14.85				
	16	5+7+8	00.17.10		16		00.22.00
	17	2	00.08.46		17		00.19.00
	17	3	00.17.55				
	18	6	00.07.30		18		00.04.00
	21	4	00.03.05		21		00.15.00
	22	2	00.29.07		22		00.22.00
	23	1-ख	00.06.48		23		00.26.00
	23	1 के	00.13.50				
	25	4 ब	00.04.16		25		00.11.00
	25	6	00.07.47				
	26	का भाग	00.04.77		26		00.04.00

## भाग II

हाथुर्द—कुछ नहीं

## भाग I

हालधुर्ग	23	00.05.75	हालधुर्ग	23	00.23.00
	24	00.04.25		24	00.17.00
	37	00.03.75		37	00.15.00
	42	00.08.08		42	00.32.00
	43	00.05.75		43	00.23.00
	49	7	00.07.11	49	00.17.00
	49	8	00.05.58		
	49	5	00.06.75		
	50	14	00.12.06	50	00.15.00
	50	3	00.13.72		
	51	1	00.06.83	51	09.38.00
	51	2	00.08.10		

अनुसूची				कालम 1 के लिये			
गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. घा. से.	गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल हे. घा. से.
हाल बु II	71	का भाग	00.01.00	हाल बु II	71	का भाग	00.01.00
	72	"	00.03.60		72	"	00.15.00
			भाग II				
हाल बु II	67	का भाग	00.13.00				
			भाग I				
अजोशी	5	2अ	00.01.35	अजोशी	5	का भाग	00.04.00
	8	1	00.02.92		8	"	00.15.00
	8	3	00.05.40				
	8	4	00.04.18				

भाग II				भाग I			
कुछ नहीं				कालम 1 सटी			
शील							
10	1	00.01.55	शील	10	का भाग	00.08.00	
13	1	00.02.70		13	"	00.14.00	
14	2	00.03.38		14	"	00.13.00	
17	10	00.05.00		17	"	00.23.00	
17	1-अ-1	00.03.43					
20	4	00.00.26		20	"	00.23.00	
20	2अ	00.06.40					
20	5अ	00.02.38					
21	1	00.04.15		21	"	00.27.00	
21	2	00.01.62					
21	5	00.01.00					
22	1+ 2+ 3	00.03.78		22	"	00.27.00	
	अ						
22	1+ 2+ 3अ	00.02.78					
	ब						

## भाग II

शिल—कुछ नहीं

[सं.-O12016/31/82-प्रोड-I]

## CORRIGENDUM

S.O. 3200.—In the Notification of Government of India, Ministry of Petroleum Chemicals & Fertiliser (Department of Petroleum) No. 12016/31/82- Prod-I dated 4th September 1982 published under S.O. No. 3090 in the Gazette of India, Part II, Section 3, sub-section (i) of the petroleum and minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 in respect villages (1) Kasabe Khalapur (2) Mudh (3) Halkhurdh (4) Hal Burduk (5) Aioshi (6) Schel Thasil Khalapur Dist-Rainad, State Maharashtra, for S. Nos. and

Hissa Nos. and areas shown in the column No-I of the schedule appended to this corrigendum, read the S. Nos, H. Nos. and areas as shown in the Column No-II of the said schedule.

(2) Lands mentioned in the Part II of the appended schedule, however, do not come under the pipe line project due to the change in alignment and therefore, they are deleted from the schedule appended to the Notification under section 3 sub-section (1) referred to above.

## SCHEDULE

Read (Col--II)

For (Col--I)

PART—I									
Village	S. No.	H. No.	Area			Village	S. No.	H. No.	Area
	G. No.		H.	R.	C.		G. No.		H. R. C.
Kasbe	6	5	00	03	45	Kasbe	6	(pt)	00 16 00
Khalapur	6	6	00	02	52	Khalapur			
	7	1	00	07	33		7	(pt)	00 23 00
	7	3	00	07	80				
	7	4	00	02	00				
	8	1	00	16	54		8	(pt)	00 16 00
	8	2	00	04	70				
Pardi Plot No.	4		00	01	35	Pardi			00 06 00
	61	1	00	03	24	61	(pt)	00	11 00
	62	0	00	27	00	62	(pt)	00	29 00
	64	2	00	33	57	64	(pt)	00	22 00
	68	1	00	02	70	68	(pt)	00	26 00
	68	2	00	04	05				
	68	4	00	14	50				
	68	5	00	06	75				

1	2	3	4	5	1	2	3	4	5
69	(pt)	00	24	75	69	(pt)	00	22	00
74	3	00	04	05	74	(pt)	00	07	00
75	2	00	19	44	75	(pt)	00	18	00
77	1	00	12	75	77	(pt)	00	34	00
77	2	00	21	00					
103	1	00	42	57	103	(pt)	00	41	00
103	3	00	07	35					
104	1	00	41	00	104	(pt)	00	21	00
104	2A+B	00	18	69					
130	1	00	10	44	130	(pt)	00	32	00
130	2	00	09	13					
130	3	00	06	75					
132	1	00	04	73	132	(pt)	00	25	00
132	(pt)	00	09	45	133	(pt)	00	12	00

## SCHEDULE

Read (Col—II)					For (Col—I)						
Village	S. No.	H. No.	Area			Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.		G. No.		H.	R.	C.

## PART—II

Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.
Kasbe Khalapur	78	(pt)	00	03	00

## PART—I

Madh	70	2	00	13	50	Madh	70	(pt)	00	19	00
	70	6	00	04	59						
	71	1	00	15	93		71	(pt)	00	20	00
	73	1	00	22	75		73	(pt)	00	29	00
	73	4	00	00	58						
	76	1	00	07	50		76	(pt)	00	09	00
	76	3	00	09	60						
	76	4	00	03	40						
	77	(pt)	00	24	39		77	(pt)	00	15	00
	79	(pt)	00	08	00		79	(pt)	00	08	00
	88	(pt)	00	10	53		88	(pt)	00	09	00
	89	1	00	01	35		89	(pt)	00	09	00
	89	2	00	04	14						
	90	1	00	12	40		90	(pt)	00	10	00

## Part—II

Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.
Madh	68	(pt)	00	06	00
	81	(pt)	00	15	00

## SCHEDULE

Read (Col—II)

For (Col—I)

## PART—I

Village	S. No.	H. No.	Area			Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.		G. No.		H.	R.	C.
Hal Kd.	8	1	00	13	05	Hal Kd.	8	(pt)	00	37	00
	8	2	00	02	70						
	8	5	00	14	85						
	16	5+7+8	00	17	10		16	(pt)	00	22	00
	17	2	00	08	46		17	(pt)	00	19	00
	17	3	00	17	55						
	18	6	00	07	30		18	(pt)	00	04	00
	21	4	00	03	05		21	(pt)	00	15	00
	22	2	00	29	07		22	(pt)	00	22	00
	23	1A	00	06	48		23	(pt)	00	26	00
	23	1K	00	13	05						
	25	4B	00	04	16		25	(pt)	00	11	00
	25	6	00	07	47						
	26	(pt)	00	05	25		26	(pt)	00	04	00

## PART—II

Nil

## PART—I

Hal Bk.	23	(pt)	00	05	75	Hal Bk.	23	(pt)	00	23	00
	24	(pt)	00	04	25		24	(pt)	00	17	00
	37	(pt)	00	03	75		37	(pt)	00	15	00
	42	(pt)	00	08	08		42	(pt)	00	32	00
	43	(pt)	00	05	75		43	(pt)	00	23	00
	49	7	00	07	11		49	(pt)	00	17	00
	49	6	00	05	58						
	49	5	00	06	75						
	50	1B	00	12	06		50	(pt)	00	15	00
	50	3	00	18	72						
	51	1	00	06	93		51	(pt)	00	36	00
	51	2	00	08	10						
	71	(pt)	00	01	80		71	(pt)	00	01	00

## SCHEDULE

Read (Col—II)

For (Col—I)

## PART—I

Village	S. No.	H. No.	Area			Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.		G. No.		H.	R.	C.
Hal Bk.	71	(pt)	00	03	60	Hal Bk.	72	(pt)	00	15	00

## PART—II

Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.
Hal Bk.	67	(pt)	00	13	00
	44	(pt)	00	02	00

Ajeshi	5	2A	00	01	35	Ajothi	5	(pt)	00	04	00
	8	1	00	00	92		8	(pt)	00	15	00
	8	3	00	05	40						
	8	4	00	04	18						

## PART—II

Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.
Ajoshi					

Nil

## PART—I

Sheel	10	1	00	01	55	Sheel	10	(pt)	00	08	00
	13	1	00	02	70		13	(pt)	00	14	00
	14	2	00	03	38		14	(pt)	00	13	00
	17	10	00	05	00		17	(pt)	00	23	00
	17	1-A-1	00	03	43						
	20	4	00	00	26		20	(pt)	00	23	00
	20	2-A	00	06	40						
	20	5A	00	02	36						
	21	1	00	04	15		21	(pt)	00	27	00
	21	2	00	01	62						
	21	5	00	01	00						
	22	1+2+3	00	03	78		22	(pt)	00	27	00
		A									
	22	1+2+3	00	03	78						
		B									

## PART—II

Nil

Sheel

## शुद्धि-पत्र

का.आ. 3201:—भारत सरकार के राजपत्र भाग II खण्ड 3, उपखण्ड (ii) दिनांक 4 सितम्बर, 1982 पृष्ठ क्रमांक 3132 और 3133 का.आ. संख्या 12018/31/82 प्रोड-II के अन्तर्गत सरकार, ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 3091 दिनांक 4 सितम्बर 1982 के अन्तर्गत पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 3 की उपधारा (i) के अधीन गांव 1. निगडोली, 2. शिरवली, 3. वणवे, 4. निबोडे 5. नडोदे तहसील-खालापूर जिला-रायगढ़ महाराष्ट्र के अन्तर्गत अधिसूचना में वर्णित भूमि में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 1 के बचले अनुसूची में खसरा में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 2 में दी गई अनुसूची को पढ़ें;

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि पाईप लाईन बिछाने का प्रयोजन अलाईनमेंट अब न रहा है, अब अतः निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि, धारा 3 के उपधारा (i) के अधिसूचना के अनुसूची से कम कर दी गई है।

## अनुसूची

कालम 2 पढ़ें

भाग—I

कालम 1 के लिए

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल है.आ.से.	गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल है.आ.से.
निगडोली	59	0	00-11-40	निगडोली	59	का भाग	00-06-00
	60	0	00-01-35		60	"	00-06-00
	61	0	00-14-00		61	"	00-07-00
	62	1	00-07-78		62	"	00-07-00
	63	0	00-18-30		63	"	00-22-00
	64	1	00-07-50		64	"	00-13-00
	64	17-बी	00-11-88				
	83	0	00-41-59		83	"	00-73-00
	84	0	00-07-00		84	"	00-07-00
	85	1	00-06-12		85	"	00-22-00
	90	0	00-00-56		90	"	00-18-00
	111	0	00-18-90		111	"	00-15-00
	113	2क	00-03-00		113	"	00-22-00
	114	0	00-14-12		114	"	00-11-00
	118	3	00-14-38		118	"	00-38-00
	118	4अ	00-12-12			"	
	118	12अ	00-18-00				
	120	5अ	00-05-40		120	"	00-23-00
	120	5ब	00-06-00				
	120	6क	00-08-10				
	120	5ड	00-04-32				

कालम 2 पढ़ें

भाग—II

कालम 1 के लिये

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल है.आ.से.	गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल है.आ.से.
1	2	3	4	1	2	3	4
निगडोली	91	का भाग	00-07-00				
	92	"	00-13-00				
	98	"	00-09-00				
	96	"	00-12-00				
	107	"	00-37-00				
भाग : I							
शिरवली	4	1	00-10-26	शिरवली	4	का भाग	00-15-00
	4	2	00-05-40	"	5	"	
	5	0	00-07-84	"	5	"	00-15-00
	10	0	00-07-47	"	10	"	00-07-00
	11	0	00-05-40	"	11	"	00-02-00



1	2	3	4	1	2	3	4
शिखली	12	0	00-05-40	शिखली	12	का भाग	00-07-00
"	34	1	00-04-40	"	34	"	00-07-00
"	35	1	00-03-60	"	35	"	00-04-00
"	35	2	00-02-70				
"	35	3	00-03-15				
"	35	4	00-02-70				
"	42	0	00-05-15	"	42	"	00-02-00
"	43	0	00-20-25	"	43	"	00-18-00
"	55	0	00-03-24	"	55	"	00-10-00
"	56	0	00-06-48	"	56	"	00-04-00
"	57	0	00-18-00	"	57	"	00-13-00
"	60	2	00-25-10	"	60	"	00-22-00

## भाग—II

शिखली	6	का भाग	00-01-00
"	51	"	00-04-00
"	41	"	00-11-00
"	54	"	00-01-00

## भाग—I

बनवे	1	का भाग	00-02-70	बनवे	1	का भाग	00-19-00
	2	1	00-08-00		2		00-11-00
	3	का भाग	00-05-40		3		00-09-00
	4		00-08-10		4		00-04-00
	14		00-21-15		14		00-26-00
	15		00-16-06		15		00-07-00
	27	1	00-16-08		27		00-18-00
	27	2	00-04-77				
	32	का भाग	00-08-64		32		00-07-00
	47		00-09-18		47		00-04-00
	48		00-08-46		48		00-09-00
	50		00-02-40		50		00-05-00
	51		00-08-66		51		00-16-00
	52		00-08-26		52		00-05-00

## भाग—II

बनवे	46	का भाग	00-04-00
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## भाग—I

निबोडे	30	1	00-01-98	निबोडे	30	का भाग	00-02-00
	34	77	00-06-30		34		00-14-00
	36	0	00-03-75		36		00-20-00
	37	3	00-02-70		37		00-23-00
	41	2क	00-28-08		41		00-30-00
	41	का भाग	00-16-72				
	56	1	00-10-80		56		00-22-00
	56	2	00-15-75				
	56	3	00-17-28				
	58	का भाग	00-06-48		58		00-07-00
	59	1	00-01-35		59		00-10-00

## अनुसूची

कालम 2 पढ़ें				कालम 1 के लिये			
गांव	खसरा नंबर	हिस्सा नंबर	खेजफल है. आ. से.	गांव	खसरा नंबर	हिस्सा नंबर	खेजफल है. आ. से.
निबोडे	62	3	00-12-65	निबोडे	62	का भाग	00-27-00
	62	5क + 8	00-22-86				
	62	9	00-07-77				
	63	1	00-04-25	63	का भाग	00-16-00	
	63	2	00-04-50				

भाग—II						
1	2	3	4	5	6	7
निबोडे	64	का भाग	00-14-00			
			भाग—I			
नडोणे	26	का भाग	00-34-40	नडोणे	26	का भाग 00-14-00
	28		00-60-00	28		00-23-00
	43	1	00-17-42	43		00-57-00
	43	4	00-10-80			
	43	15	00-03-00			
	43	16	00-18-00			
	43	19	00-06-00			
	43	23	00-08-82			
	48	5ए	00-29-70	48		00-18-00
	54	का भाग	00-12-06	54		00-06-00
	69		00-06-75	69		00-23-00
	70		00-18-90	70		00-05-00
	74	1	003-03-37	74		00-18-00
	74	2	00-05-94			
	74	3	00-05-85			
	75	का भाग	00-06-07	75		00-09-00
	79		00-33-12	79		00-32-00
			भाग—II			
नडोणे	68	का भाग	00-03-00			
	78		00-37-00			

[सं. O-12016/31/82-प्रो. -II]

## CORRIGENDUM

S.O. 3201.—In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizer (Department of Petroleum) No. 12016/31/82-Prod-II dated 4th September 1982 published under S.O. No. 3091 in the Gazette of India, Part II, Section 3, sub-section (ii) at pages 3132 & 3133 issued under section 3 of sub-section (i) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land Act, 1962 in respect villages (1) Nigadoli (2) Shirwali (3) Vanve (4) Nimbode (5) Nadodhe Tahsil Khalapur District Raigad,

State Maharashtra, for S. Nos. and Hissa Nos. and areas shown in the column No. I of the schedule appended to this corrigendum read the S. Nos. H. Nos. and areas as shown in the column No. II of the said schedule.

(2) Lands mentioned in the part II of the appended schedule, however, do not come under the pipeline project due to change in alignment and therefore, they are deleted from the schedule appended to the Notification under section 3 sub-section (i) referred to above.

## SCHEDULE

Read (Col -II)

For (Col—1)

## PART—I

Village	S. No.	H. No.	Area			Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.		G. No.		H.	R.	C.
Nigadoli	59	(pt)	00	11	40	Nigadoli	59	(pt)	00	06	00
	60	(pt)	00	01	35		60	(pt)	00	06	00
	61	(pt)	00	14	00		61	(pt)	00	07	00
	62-1	(pt)	00	07	75		62	(pt)	00	07	00
	63	(pt)	00	18	30		63	(pt)	00	22	00
	64-1	(pt)	00	07	50		64	(pt)	00	13	00
	64	17/B	00	11	88						
	83	(pt)	00	41	59		83	(pt)	00	73	00
	84	(pt)	00	07	00		84	(pt)	00	07	00
	85	1	00	06	12		85	(pt)	00	22	00
	90	(pt)	00	00	56		90	(pt)	00	18	00
	111	(pt)	00	18	90		111	(pt)	00	15	00
	113-2K	(pt)	00	03	00		113	(pt)	00	22	00
	114	(pt)	00	14	12		114	(pt)	00	11	00
	118	3	00	14	38		118	(pt)	00	38	00
	118	4A	00	12	12						
	118	12A	00	18	00						
	120	5A	00	05	40		120	(pt)	00	23	00
	120	5B	00	06	00						
	120	5K	00	08	10						
	120	5D	00	04	32						

## PART—II

1	2	3	4	5	6
Nigdoli	91	(pt)	00	07	00
	92	(pt)	00	13	00
	93	(pt)	00	09	00
	96	(pt)	00	12	00
	107	(pt)	00	37	00

## SCHEDULE

Read (Col—II)

For (Col—I)

## PART—I

Village	S. No.	H. No.	Area			Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.		G. No.		H.	R.	C.
Shirvali	4	1	00	10	26	Shirvali	4	(pt)	00	15	00
	4	2	00	03	40		5	(pt)	00	15	00
	9	(pt)	00	07	84		10	(pt)	00	07	00
	10	(pt)	00	06	57		11	(pt)	00	02	00
	11	(pt)	00	05	40		12	(pt)	00	07	00
	12	(pt)	00	05	40		34	(pt)	00	07	00
	34	(pt)	00	04	40		35	(pt)	00	04	00
	35	1	00	03	60						
	35	2	00	02	70		42	(pt)	00	02	00
	35	2	00	03	15		43	(pt)	00	18	00
	35	4	00	02	70		55	(pt)	00	10	00
	42	(pt)	00	05	15		56	(pt)	00	04	00
	43	(pt)	00	20	25		57	(pt)	00	13	00
	55	(pt)	00	03	24		60	(pt)	00	22	00
	56	(pt)	00	06	48						
	57	(pt)	00	18	00						
	60	2	00	25	10						

## PART—II

Village	S. No.	H. No.	Area		
	G. No.		H.	R.	C.
Shirvali	6	(pt)	00	01	00
	51	(pt)	00	04	00
	41	(pt)	00	11	00
	54	(pt)	00	01	00

## SCHEDULE

Read. (Col—II)

## PART—I

For (Col—I)

Village	S.No.	H.No.	Area			Village	S.No.	H.No.	Area		
	G.No.		H.	R.	C.		G.No.		H.	R.	C.
Wanave	1	(pt)	00	02	70	Wanave	1	(pt)	00	19	00
	2	1	00	08	00		2	(pt)	00	11	00
	3	(pt)	00	05	40		3	(pt)	00	09	00
	4	(pt)	00	08	10		4	(pt)	00	04	00
	14	(pt)	00	21	15		14	(pt)	00	26	00
	27	1	00	16	08		27	(pt)	00	18	00
	27	2	00	04	77		32	(pt)	00	07	00
	32	(pt)	00	08	64		47	(pt)	00	04	00
	47	(pt)	00	09	18		48	(pt)	00	09	00
	48	(pt)	00	08	46		50	(pt)	00	05	00
	50	(pt)	00	02	40		51	(pt)	00	16	00
	51	(pt)	00	08	66		52	(pt)	00	05	00
	52	(pt)	00	08	26						

## PART—II

Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.
Wanavo	46	(pt)	00	04	00

  

PART—I											
Nimbode	30	1	00	01	98	Nimbode	30	(pt)	00	02	00
	34	7	00	06	30		34	(pt)	00	14	00
	36	0	00	03	75		36	(pt)	00	20	00
	37	3	00	02	70		37	(pt)	00	23	00
	41	2K	00	28	08						
	41	(pt)	00	16	72		41	(pt)	00	30	00
	56	1	00	10	80						
	56	2	00	15	75		56	(pt)	00	22	00
	56	3	00	17	28						
	58	(pt)	00	06	48		58	(pt)	07	00	
	59	1	00	01	35		59	(pt)	00	10	00

## SCHEDULE

## PART—I

Read Col-II						For Col-I					
Village	S.No. G.No.	H.No.	Area			Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.				H.	R.	C.
Nimbode	62	3	00	12	65						
	62	5B+8	00	22	86		62	(pt)	00	27	00
	62	9	00	07	77						
	63	1	00	04	25		63	(pt)	00	16	00
	63	2	00	04	50						

## PART—II

Village	S.No.	H.No.	Area		
			H.	R.	C.
Nimbode	64	(pt)	00	14	00

  

PART—I											
Nadodhe	26	(pt)	00	34	40	Nadodhe	26	(pt)	00	14	00
	28	(pt)	00	60	00		28	(pt)	00	23	00
	43	1	00	17	42						
	43	4	00	10	80						
	43	15	00	03	00		43	(pt)	00	57	00
	43	16	00	18	00						
	43	19	00	06	00						
	43	23	00	08	82						
	48	5A	00	29	70		48	(pt)	00	18	00
	54	(pt)	00	12	06		54	(pt)	00	06	00
	69	(pt)	00	06	75		69	(pt)	00	23	00
	70	(pt)	00	18	90		70	(pt)	00	05	00
	74	1	00	03	37						
	74	2	00	05	94		74	(pt)	00	18	00
	74	3	00	05	85						
	75	(pt)	00	06	07		75	(pt)	00	09	00
	79	(pt)	00	33	12		79	(pt)	00	32	00

## PART—II

Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.
Nadodhe	68	(pt)	00	05	00
	78	(pt)	00	37	00

का.भा. 3202:—यतः, पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.भा. सं. 516 तारीख 27-1-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाईपलाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और, यतः, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और, आगे, यतः, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब, अतः, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईपलाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और, आगे, उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की, बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, खोपरा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

बलोत-3 से एस.एच. सी.टी.एफ. तक पाईप लाईन बिछाने के लिये  
राज्य—गुजरात जिला न तालुका—मेहसाणा

गांव	ब्लॉक नं.	हैक्टेयर	एमारई सेंटीयर	
1	2	3	4	5
कसलपुरा	802	0	19	20
	812	0	04	90
	819	0	06	96
	817	0	11	52
	816	0	05	04
कार्ट ट्रैक,		0	00	72
	833	0	07	20
	832	0	00	60

ह/—

सक्षम प्राधिकारी  
कले गुजरात स्टेट एरिया  
वडोदरा

[सं. ओ-12016/6/86-ओ एन जी डी-4]

S.O. 3202.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 516 dated 27-1-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And, whereas, the Competent Authority has, under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And, further, whereas the Central Government has after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

#### SCHEDULE

Pipeline from D.S.No. 3 Balot to S.S.CTF.  
State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec.	Are	Centiare
Kasalpura	802	0	10	20
	812	0	04	90
	819	0	06	96
	817	0	11	52
	816	0	05	04
	Cart track	0	00	72
	833	0	07	20
	832	0	00	60

Sd/-

Competent Authority  
For Gujarat State Area  
VADODARA

[No. O-12016/6/86NG-O-D4]

1986

12016/86/82-प्रोज के अंतर्गत सरकार, उर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 4320 और खनिज पाईप लाईन भूमि में उपयोग के अधिकार का अर्जन—अधिनियम 1962 की धारा 3 उपधारा (1) के अधीन वर्णित गांव—1. मुसगांव 2. बरोसे 3. काटरंग सहसिम—खालापूर जिला—रायगढ़ महाराष्ट्र के अंतर्गत अधिसूचना में वर्णित भूमि से अमरा धनुसूची में खमरा नंबर, हिस्सा नंबर, क्षेत्रफल कालम 2 में दी गई अनुसूची को पढ़ें।

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि पाईप लाईन बिछाने का प्रयोजन अलाइनमेंट बदलने से अब न रहा है। अब, अतः, निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि धारा 3 उपधारा (1) के अधिसूचना के अनुसूची से कम कर दी गई है।

अनुसूची							
कॉलम 2 पढ़ें				कॉलम 1 के लिये			
गाँव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हे. आ. से.	गाँव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हे. आ. से.
मुलगाँव	16	1 + अ + 2 + 3 + 4	00-14-18	मुलगाँव	16	का भाग	00-58-00
	9	अ <sup>11</sup>	00-24-12		9		00-35-00
	9	2	00-03-24				
	9	1	00-06-66				
	11	4	00-07-50				
	11	3	00-07-65				
	11	2	00-02-58				
	11	1अ	00-03-30	11	का भाग		00-34-00
			भाग II				
मुलगाँव	10	का भाग	00-09-00				
			भाग 1				
बरोसे	15	1अ	00-03-00	बरोसे	15		00-42-00
	15	2	00-24-30				
	20	3	00-12-78	20			00-26-00
	20	4	00-10-80				
	22	1	00-16-20	22			00-35-00
	22	2	00-05-13				
	23	2अ	00-00-60	23			00-19-00
	24	1अ	00-14-00	24			00-41-00
		1					
	24	2	00-14-00				
	24	3	00-06-35				
			भाग II				
बरोसे	19	का भाग	00-11-00				
			अनुसूची				
कॉलम 2 पढ़ें				कॉलम 1 के लिये			
गाँव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हे. आ. से.	गाँव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हे. आ. से.
1	2	3	4	1	2	3	4
काटरंग	7	1	00-08-10	काटरंग	7	का भाग	00-18-00
	10	1	00-04-82		10		00-22-00
	11	अ 1-2	00-09-45		11		00-18-00
	11	2	00-06-75				
	13	2	00-07-80	13			00-18-00
	13	3	00-02-95				
	14	1अ/1	00-10-00	14			00-29-00
	14	3	00-09-80				
	14	1अ	00-08-10				
	16	2अ	00-00-25	16			00-09-00
	16	2अ	00-08-10				
	21	1	00-03-30	21			00-41-00
	21	3अ	00-08-80				
	21	5अ	00-03-46				
	21	5अ	00-01-00				
	21	5ई	00-02-00				
	22	3अ	00-09-45	22			00-14-00
			भाग II				
काटरंग	6	का भाग	00-05-00				
	8		00-25-00				
	26		00-04-00				

New Delhi, the 26th August, 1986

## CORRIGENDUM

S.O. 3203.—In the Notification of Government of India, Ministry of Energy (Department of Petroleum) No. O-12016-66-82-Prod dated 25th December 1982 published under S.O. No. 4320 in the Gazette of India, Part II, Section 3, sub-section II at pages 4426 issued under section 3 of sub-section (i) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land), Act, 1962 in respect village (1) Mulgaon (2) Varose (3) Katrang Tahsil Khalapur

District Raigad, State of Maharashtra for S. Nos. road Hissa Nos. and areas shown in the column No. I of the Schedule appended to this Corrigendum, read the S. Nos. H. Nos. and areas as shown in the column No. II of the said schedule.

(2) Lands mentioned in the part II of the appended schedule, however do not come under the Pipeline project due to change in alignment and therefore, they are deleted from the schedule appended to the Notification under section 3, sub-section (i) referred to above.

## SCHEDULE

Read (Col-II)						For (Col-I)					
Village	S.No. G.No.	H.No.	Area			Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.				H.	R.	C.
Mulgaon	16	1A+2+3+4	00	14	18	Mulgaon	16	(pt)	00	58	00
	9	3B	00	24	12		9	(pt)	00	35	00
	9	2	00	03	24						
	9	1	00	06	66						
	11	4	00	07	50						
	11	3	00	07	65						
	11	2	00	02	58		11	(pt)	00	34	00
	11	1B	00	03	30						

## PART—II

Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.
Mulgaon	10	(pt)	00	09	00

## PART—I

Varose	15	1A	00	03	00	Varose	15	(pt)	00	42	00
	15	2	00	24	30						
	20	3	00	12	78		20	(pt)	00	26	00
	20	4	00	10	80						
	22	1	00	16	20		22	(pt)	00	35	00
	22	2	00	05	13		23	(pt)	00	19	00
	23	2B	00	00	60						
	24	1—A	00	14	00		24	(pt)	00	41	00
	24	2	00	14	00						
	24	3	00	06	35						

## PART—II

Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.
Varose	19	(pt)	00	11	00

## SCHEDULE

## PART—I

Read (Col-II)						For (Col-I)					
Village	S.No. G.No.	H.No.	Area			Village	S.No. G. No.	H.No.	Area		
			H.	R.	C.				H.	R.	C.
Katrang	7	1	00	08	10	Katrang	7	(pt)	00	18	00
	10	1	00	04	82		10	(pt)	00	22	00
	11	1-A-2	00	09	45		11	(pt)	00	18	00
	11	2	00	06	75						

1	2	3	4	5	6	7
	13 2	00 07 80				
	13 3	00 02 95	13 (pt)	00	18	00
	14 1-B	00 10 00				
	14 3	00 09 80	14 (pt)	00	29	00
	14 1-A	00 08 10				
	16 2A	00 00 25	16 (pt)	00	09	00
	16 2B	00 08 10				
	21 1	00 03 30				
	21 3A	00 08 80				
	21 5K	00 03 46	21 (pt)	00	41	00
	21 5D	00 01 00				
	21 5E	00 02 00				
	22 3-A	00 09 45	22 (pt)	00	14	00

## PART—II

Village	S.No.	H.No.	Area
	G.No.		H. R. C.
Katrang	6	(pt)	00-05-00
	8	(pt)	00-25-00
	26	(pt)	00-04-00

[No. O—12016/66/82—Prod.]

## शुद्धि-पत्र

का. आ. 3204—भारत सरकार के राज्यपत्र भाग II खण्ड 3, उपखण्ड (ii) दिनांक 21 जनवरी 1984 पृष्ठ क्रमांक 178 और 179 का.आ. संख्या क्रमांक —12016/66/82—प्रोज के अंतर्गत भारत सरकार, उर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 215 दिनांक 21 जनवरी 1984 के अंतर्गत पेट्रोलियम और खनिज पारिष लाईन भूमि में अ उपयोग के अधिकार का अर्जन—अधिनियम 1962 कि धारा 6 उपधारा (1) के अधीन वर्णित गांव—1. मुलगांव 2. बरोसे 3. काटरंग तहसील—खालापुर, जिला—रायगड महाराष्ट्र के अंतर्गत अधिसूचना में वर्णित भूमि में खसरा नंबर, हिस्सा नंबर, क्षेत्रफल कालम 1 के बवले अनुसूची में खसरा नंबर, हिस्सा नंबर, क्षेत्रफल कालम 2 में दी गई अनुसूची को पढे.

निम्नलिखित अनुसूची के धाग 2 में वर्णित भूमि पारिष लाईन बिछाने का प्रयोजन अलाइनमेंट बदलने से अब न रहा है. अब यतः निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि, धारा 6 उपधारा (1) के अधिसूचना के अनुसूची से कम कर दी गई है.

## अनुसूची

कालम 2 पढे

भाग 1

कालम 1 के लिये

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल	गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल
			हे. घा. से.				हे. घा. से.
1	2	3	4	1	2	3	4
मुलगांव	16	1ए+2+3+4	00-14-18	मुलगांव	16	का भाग	00-58-00
	9	अ	00-24-12		9		00-35-00
	9	2	00-03-24				
	8	1	00-06-00				
	11	4	00-07-50				
	11	3	00-07-88				
	11	2	00-02-58				
	11	1बी	00-03-30				

## भाग II

मुलगांव	10	का भाग	00-09-00				
				भाग I			
बरोसे	15	1अ	00-03-00	बरोसे	15		00-42-00
	15	2	00-24-30				



1	2	3	4	1	2	3	4
बरौसे	20	3	00-12-78		20		00-26-00
	20	4	00-10-80				
	22	1	00-16-20		22		00-35-00
	22	2	00-06-13				
	23	2ब	00-00-60		23		00-19-00
	24	1अ/1	00-14-00		24		00-41-00
		1					
	24	2	00-14-00				
	24	3	00-06-35				
			भाग II				
	19	का भाग	00-11-00				

## प्रतिसूची

कालम 2 पढ़े

भाग 1

कालम 1 के लिये

गाँव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल	गाँव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल
			हे. ग्रा. से.				हे. ग्रा. से.
काटरंग	7	1	00-08-10	काटरंग	7	का हिस्सा	00-18-00
	10	1	00-04-82		10		00-22-00
	11	1अ-2	00-09-45		11		00-18-00
	11	2	00-06-75				
	13	2	00-07-80		13		00-18-00
	13	3	00-02-95				
	14	1ब/1	00-10-00		14		00-28-00
		1					
	14	3	00-06-80				
	14	1अ	00-08-10				
	16	2अ	00-00-25		16		00-09-00
	16	2ब	00-08-10				
	21	1	00-03-30		21		00-41-00
	21	3अ	00-08-30				
	21	6के	00-03-46				
	21	5ब	00-01-00				
	21	5ई	00-02-00				
	22	3अ	00-09-45		22		00-14-00
			भाग II				
काटरंग	6	का भाग	00-05-00				
	8		00-25-00				
	26		00-04-00				

ह/- सक्षम अधिकारी

मुम्बई पुणे पार्स साईन प्रोजेक्ट

[सं. O—12016/66/82—प्रोब]

पी. के. राजगोपालन, डैस्क अधिकारी

New Delhi, 26th August, 1986

S.O. 3204.—In the Notification of Government of India, Ministry of Energy (Department of Petroleum) No-12016/66/82/Prod dated 21st January, 1984 published under S.O. No. 215 in the Gazette of India, Part II, Section 3, sub-section (ii) at page 178 & 179 issued under Section 6 of sub-section (1) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land), Act, 1962 in respect of villages (1) Malgaon (2) Varose (3) Kalrang Tahacill Khalapur District Raigad, State Maharashtra, for S.

Nos, Hissa Nos, and areas shown in the Column No-I of the schedule appended to this corrigendum, read the S. Nos. H. Nos, and areas as shown in the Column No-II of the said schedule.

(2) Lands mentioned in the Part II of the appended schedule however, do not come under the pipeline project due to change in the alignment and therefore, they are deleted from the schedule appended to the Notification under Section 6 sub-section (1) referred to above.

## SCHEDULE

## PART-I

Read (Col-II)						For (Col-I)					
Village	S.No. G.No.	H.No.	Area			Village	H.No. G.No.	H.No.	Area		
			H.	R.	C.				H.	R.	C.
Mulgaon	16	1A+2+3+4	00	14	18	Mulgaon	16	(pt)	00	58	00
	9	3B	00	24	12		9	(pt)	00	35	00
	9	2	00	03	24						
	9	1	00	06	66						
	11	—	00	07	50	11	(pt)	00	34	00	
	11	3	00	07	65						
	11	2	00	02	58						
	11	1B	00	03	30						

## PART—II

Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.
Mulgaon	10	(pt)	00	09	00

## PART—I

Varose	15	1A	00	03	00	Varose.	15	(pt)	00	42	00
	15	2	00	24	30		20	(pt)	00	26	00
	20	3	00	12	78						
	20	4	00	10	80						
	22	1	00	16	20		22	(pt)	00	35	00
	22	2	00	05	13						
	23	2B	00	00	60		23	(pt)	00	19	00
	24	1-A	00	14	00		24	(pt)	00	41	00
	24	2	00	14	00						
	24	3	00	06	35						

## PART—II

Village	S.No. G.No.	H.No.	Area		
			H.	R.	C.
Varose	19	(pt)	00	11	00

## SCHEDULE

## PART—I

Read (Col-II)

For (Col-I)

Village	S.No.	H.No.	Area			Village	S.No.	H.No.	Area		
	G.No.		H.	R.	C.				H.	R.	C.
Katrang	7	1	00	08	10	Katrang	7	(pt)	00	18	00
	10	1	00	04	82		10	(pt)	00	22	00
	11	1-A-2	00	00 <sup>9</sup>	45		11	(pt)	00	18	00
	11	2	00	05	75						
	13	2	00	07	80		13	(pt)	00	18	00
	13	3	00	02	95						
	14	1-B	00	10	00						
		1					14	(pt)	00	29	00
	14	3	00	09	80						
	14	1-A	00	08	10						
	16	2A	00	00	25		16	(pt)	00	09	00
	16	2B	00	08	10						
	21	1	00	03	30		21	(pt)	00	41	00
	21	3-A	00	08	80						
	21	5K	00	03	46						
	21	5D	00	01	00						
	21	5E	00	02	00						
	22	3-A	00	09	45		22	(pt)	00	14	00

## PART—II

Village	S.No.	G.No.	Area		
	G.No.		H.	R.	C.
Katrang	6	(pt)	00	05	00
	8	(pt)	00	25	00
	26	(pt)	00	04	00

Sd/-  
Competent Authority,  
Bombay Pune Pipeline Project  
[No. O-12016/66/82-Prod.]  
P.K. RAJAGOPALAN, Desk Officer

नई दिल्ली, 3 सितम्बर, 1986

शुद्धि पत्र

क्रा.प्रा.3205.—भारत सरकार के राजपत्र भाग II खण्ड 3, उपखण्ड (ii) दिनांक 15-4-1983 पृष्ठ क्रमांक 1828-1829 का.प्रा. संख्या 12016/16/83 के अन्तर्गत भारत सरकार, ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 1359 दिनांक 16-4-1983 के अन्तर्गत पेट्रोलियम और खनिज पार्श्व जार्डन (भूमि में उपयोग के लिये) का प्रारम्भ अधिनियम, 1962 का धारा 3 की उपधारा 1 के अधीन वर्णित गांव सांगुई तहसील खेड जिला पुणे महाराष्ट्र के अन्तर्गत अधिसूचना में वर्णित भूमि में खतरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 1 के बदले अनुसूची में खतरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 2 में दी गई अनुसूची को पढ़ें।

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि में पार्श्व जार्डन बिछाने का प्रयोजन अन्वार्ड मेंट बदलने से सम्बन्धित है, अब अतः निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि, धारा 3 की उपधारा 1 की अधिसूचना की अनुसूची से कम कर दी गई है।

## अनुसूची

## भाग 1

कालम 2 पढ़े				कालम 1 के लिये			
गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
सांगुड	57	का भाग	00-01-80	सांगुड	57	का भाग	00-03-0
	58	का भाग	00-01-98	सांगुड	58	का भाग	00-03-0
	59	का भाग	00-03-60	सांगुड	59	का भाग	00-03-0
	60	का भाग	00-01-80	सांगुड	60	का भाग	00-02-0
	61	का भाग	00-04-50	सांगुड	61	का भाग	00-04-0
	62	का भाग	00-03-42	सांगुड	62	का भाग	00-02-0
	63	का भाग	00-06-84	सांगुड	63	का भाग	00-06-0
	65	का भाग	00-02-88	सांगुड	65	का भाग	00-02-0
	66	का भाग	00-01-26	सांगुड	66	का भाग	00-02-0
	67	का भाग	00-04-32	सांगुड	67	का भाग	00-05-0
	69	का भाग	00-02-34	सांगुड	69	का भाग	00-04-0
	70	का भाग	00-06-66	सांगुड	70	का भाग	00-04-0
	71	का भाग	00-01-80	सांगुड	71	का भाग	00-02-0
	72—1	का भाग	00-05-22	सांगुड	72	का भाग	00-05-0
	72—2						
	86	का भाग	00-05-40	सांगुड	86	का भाग	00-04-0
	87	का भाग	00-03-24	सांगुड	87	का भाग	00-05-00
	88	का भाग	00-02-52	सांगुड	88	का भाग	00-03-00
	89	का भाग	00-02-88	सांगुड	89	का भाग	00-03-00
	93	का भाग	00-12-42	सांगुड	93	का भाग	00-05-00
	94	का भाग	00-05-40	सांगुड	94	का भाग	00-06-00
	98	का भाग	00-04-50	सांगुड	98	का भाग	00-04-00
	99	का भाग	00-03-78	सांगुड	99	का भाग	00-04-00
	100	का भाग	00-01-80	सांगुड	100	का भाग	00-04-00
	101	का भाग	00-11-52	सांगुड	101	का भाग	00-06-00
	102	का भाग	00-19-80	सांगुड	102	का भाग	00-18-00
	106	का भाग	00-04-50	सांगुड	106	का भाग	00-06-00
	110	का भाग	00-41-40	सांगुड	110	का भाग	00-02-00
	116	का भाग	00-03-06	सांगुड	116	का भाग	00-03-00
	117	का भाग	00-06-48	सांगुड	117	का भाग	00-03-00
	118			सांगुड	118	का भाग	00-03-00
	119	का भाग	00-10-62	सांगुड	119	का भाग	00-11-00
	120	का भाग	00-02-88	सांगुड	120	का भाग	00-03-00
	121	का भाग	00-02-88	सांगुड	321	का भाग	00-03-00
	122	का भाग	00-05-40	सांगुड	122	का भाग	00-05-00
	123	का भाग	00-05-58	सांगुड	123	का भाग	00-05-00
	124	का भाग	00-12-60	सांगुड	124	का भाग	00-08-00
	125	का भाग	00-02-52	सांगुड	125	का भाग	00-25-00
	126	का भाग	00-09-72	सांगुड	126	का भाग	00-00-00

## भाग 2

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
सांगुड	73	का भाग	00-06-00

New Delhi, the 3rd September, 1986

## CORRIGENDUM

S.O. 3205.—In the Notification of Government of India, Ministry of Energy (Department of Petroleum) No.12016/16/83-Prod. dated 16-4-83 in published under S.O. No. 1859 dated 16-4-83 in the Gazette of India, Part II, Section 3, sub-section II at pages 1828 and 1829 issued under Section 3 sub-section (i) of the Petroleum and Minerals Pipe lines

(Acquisition of right of user in land) Act, 1962 in respect of village Sangunde Tahsil Khed District Pune Maharashtra State, for S.No. H. No. and areas shown in the column I of the Schedule appended to this Corrigendum, read S. No. H. No. and areas as shown in column II of the said Schedule.

The land mentioned in the Part II of the appended Schedule to this corrigendum, however, do not come under the Pipe Line Project, due to change in alignment and therefore, they are deleted from the schedule appended to the Notification under section 3 sub-section (i) referred to above.

## SCHEDULE

## PART—I

Read (Column II)

For (Column I)

Village	S. No./G. No.	H. No.	Area	Village	S. No./G. No.	H.No.	Area
1	2	3	4	1	2	3	4
Sangunde	(57) (Part)	—	00—01—80	Sangunde	(57) (Part)	—	00—03—00
"	(58) (Part)	—	00—01—98	"	(58) (Part)	—	00—03—00
"	(59) (Part)	—	00—03—60	"	(59) (Part)	—	00—03—00
"	(60) (Part)	—	00—01—80	"	(60) (Part)	—	00—02—00
"	(61) (Part)	—	00—04—50	"	(61) (Part)	—	00—04—00
"	(62) (Part)	—	00—03—42	"	(62) (Part)	—	00—02—00
"	(63) (Part)	—	00—06—84	"	(63) (Part)	—	00—06—00
"	(65) (Part)	—	00—02—88	"	(65) (Part)	—	00—02—00
"	(66) (Part)	—	00—01—26	"	(66) (Part)	—	00—02—00
"	(67) (Part)	—	00—04—32	"	(67) (Part)	—	00—05—00
"	(69) (Part)	—	00—02—34	"	(69) (Part)	—	00—04—00
"	(70) (Part)	—	00—06—66	"	(70) (Part)	—	00—04—00
"	(71) (Part)	—	00—01—80	"	(71) (Part)	—	00—02—00
"	(72) (Part)—1 }	—	00—05—22	"	(72) (Part)	—	00—04—00
"	(72) (Part)—2 }	—					
"	(86) (Part)	—	00—05—40	"	(86) (Part)	—	00—04—00
"	(87) (Part)	—	00—03—24	"	(87) (Part)	—	00—05—00
"	(88) (Part)	—	00—02—52	"	(88) (Part)	—	00—03—00
"	(89) (Part)	—	00—02—88	"	(89) (Part)	—	00—03—00
"	(93) (Part)	—	00—12—42	"	(93) (Part)	—	00—05—00
"	(94) (Part)	—	00—05—40	"	(94) (Part)	—	00—06—00
"	(98) (Part)	—	00—04—50	"	(98) (Part)	—	00—04—00
"	(99) (Part)	—	00—03—78	"	(99) (Part)	—	00—04—00
"	(100) (Part)	—	00—01—80	"	(100) (Part)	—	00—04—00
"	(101) (Part)	—	00—11—52	"	(101) (Part)	—	00—06—00
"	(102) (Part)	—	00—19—80	"	(102) (Part)	—	00—18—00
"	(106) (Part)	—	00—04—50	"	(106) (Part)	—	00—06—00
"	(110) (Part)	—	00—41—40	"	(110) (Part)	—	00—42—00
"	(116) (Part)	—	00—03—06	"	(116) (Part)	—	00—03—00
"	(117) (Part) }	—	00—06—48	"	(117) (Part) }	—	00—03—00
"	(118) (Part) }	—		"	(118) (Part) }	—	00—03—00
"	(119) (Part)	—	00—10—62	"	(119) (Part)	—	00—11—00
"	(120) (Part)	—	00—02—88	"	(120) (Part)	—	00—03—00
"	(121) (Part)	—	00—02—88	"	(121) (Part)	—	00—03—00
"	(122) (Part)	—	00—05—40	"	(122) (Part)	—	00—05—00
"	(123) (Part)	—	00—05—58	"	(123) (Part)	—	00—05—00
"	(124) (Part)	—	00—12—60	"	(124) (Part)	—	00—08—00
"	(125) (Part)	—	00—02—52	"	(125) (Part)	—	00—25—00
"	(126) (Part)	—	00—09—72	"	(126) (Part)	—	00—06—00

## PART—II

Village	S. No.	H. No.	Area
Sangunde	(73) (Part)		00—06—00

## शुद्धि पत्र

का. आ. 3206:—भारत सरकार के राजपत्र भाग II, खण्ड 3, उपखंड (ii) दिनांक 8-10-1983 पृष्ठ क्रमांक 3892-3893 का.आ. संख्या 12016/16/83-के अन्तर्गत भारत सरकार ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना संख्या 3818 दिनांक 8-10-1983 के अन्तर्गत पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा 1 के अधीन वर्णित गांव सांगुडें तहसील खेड, जिला नुणे महाराष्ट्र के अन्तर्गत अधिसूचना में वर्णित भूमि में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 1 के बदले अनुसूची में खसरा नम्बर, हिस्सा नम्बर, क्षेत्रफल कालम 2 में दी गई अनुसूची को पढ़ें।

निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि में पाइप लाइन बिछाने का प्रयोजन थलाईमेंट बदलने से भव न रहा है, अब यहाँ निम्नलिखित अनुसूची के भाग 2 में वर्णित भूमि, धारा 6 की उपधारा 1 की अधिसूचना की अनुसूची से कम कर दी गई है।

## अनुसूची

(कालम 2 पढ़ें)				भाग 1	(कालम 1 के लिये)			
गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
1	2	3	4	1	3	3	4	
सांगुडें	57	का भाग	00-01-80	सांगुडें	57	का भाग	00-03-0	
	58	का भाग	00-01-98	सांगुडें	58	का भाग	00-03-0	
	59	का भाग	00-03-60	सांगुडें	59	का भाग	00-03-0	
	60	का भाग	00-01-80	सांगुडें	60	का भाग	00-02-0	
	61	का भाग	00-04-50	सांगुडें	63	का भाग	00-04-0	
	62	का भाग	00-03-42	सांगुडें	62	का भाग	00-02-0	
	63	का भाग	00-06-84	सांगुडें	63	का भाग	00-06-0	
	65	का भाग	00-02-88	सांगुडें	65	का भाग	00-02-0	
	66	का भाग	00-01-26	सांगुडें	66	का भाग	00-02-0	
	67	का भाग	00-04-32	सांगुडें	67	का भाग	00-05-0	
	69	का भाग	00-02-34	सांगुडें	69	का भाग	00-04-0	
	70	का भाग	00-06-66	सांगुडें	70	का भाग	00-04-0	
	71	का भाग	00-01-80	सांगुडें	71	का भाग	00-02-0	
	72-1	का भाग	00-05-22	सांगुडें	72	का भाग	00-04-0	
	75-2	का भाग		सांगुडें				
	86	का भाग	00-05-40	सांगुडें	86	का भाग	00-04-0	
	87	का भाग	00-03-24	सांगुडें	87	का भाग	00-05-00	
	88	का भाग	00-02-52	सांगुडें	88	का भाग	00-03-00	
	89	का भाग	00-02-80	सांगुडें	89	का भाग	00-03-00	
	93	का भाग	00-12-42	सांगुडें	93		00-05-00	
	94	का भाग	00-05-40	सांगुडें	94	का भाग	00-06-00	
	98	का भाग	00-04-50	सांगुडें	98	का भाग	00-04-00	
	99	का भाग	00-03-78	सांगुडें	99	का भाग	00-04-00	
	100	का भाग	00-01-80	सांगुडें	00	का भाग	00-04-00	
	101	का भाग	00-11-52	सांगुडें	101	का भाग	00-08-00	
	102	का भाग	00-19-80	सांगुडें	102	का भाग	00-18-00	
	106	का भाग	00-04-50	सांगुडें	106	का भाग	00-06-00	
	110	का भाग	00-41-42	सांगुडें	110	का भाग	00-42-00	
	116	का भाग	00-03-06	सांगुडें	116	का भाग	00-03-00	
	117 }	का भाग	00-06-48	सांगुडें	117	का भाग	00-03-00	
	118 }			सांगुडें	118	का भाग	00-03-00	

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
	119	का भाग	00-10-62	सांगुर्डे	119	का भाग	00-11-00
	120	का भाग	00-02-88	सांगुर्डे	120	का भाग	00-03-00
	121	का भाग	00-02-88	सांगुर्डे	121	का भाग	00-03-00
	122	का भाग	00-05-40	सांगुर्डे	122	का भाग	00-05-00
	123	का भाग	00-05-58	सांगुर्डे	123	का भाग	00-05-00
	124	का भाग	00-12-60	सांगुर्डे	124	का भाग	00-08-00
	125	का भाग	00-02-52	सांगुर्डे	125	का भाग	00-25-00
	126	का भाग	00-09-72	सांगुर्डे	126	का भाग	00-06-00

## भाग 2

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
सांगुर्डे	73	का भाग	00-06-00

[सं. ओ. 12016/16/83-प्रोड]

## CORRIGENDUM

S.O. 3206.—In the Notification of Government of India, Ministry of Energy (Department of Petroleum) No. 12016/16/83-Prod. dated 8-10-83 Published under S.O. No. 3818 dated 8-10-83 in the Gazette of India, Part II Section 3 sub-section II at pages 3892/3893 issued under section 6 sub-section (i) of the Petroleum and Minerals Pipe Lines (Acquisition of right of user in land) Act, 1962, in respect of village—Sangunde, Tahsil—Khed, Distt. Pune, Maharashtra

State for S. No. H. No. and areas shown in the Column I of the Schedule appended to this corrigendum, read S. No., H. No., and areas as shown in column II of the said schedule.

The land mentioned in the Part II of the appened Schedule to this corrigendum, however, do not come under the Pipe Line Project, due to change in alignment and therefore, they are deleted from the schedule appended to the Notification under section 6 sub-section (i) referred to above.

## SCHEDULE

Read (Column—II)

For (Column—I)

Village	S.No.	H. No.	Area	Village	S.No.	H. No.	Area
	G.No.				G.No.		
1	2	3	4	1	2	3	4
Sangunde	57	(pt)	00-01-80	Sangunde	57	(pt)	00-03-00
	58	(pt)	00-01-98		58	(pt)	00-03-00
	59	(pt)	00-03-60		59	(pt)	00-03-00
	60	(pt)	00-01-80		60	(pt)	00-02-00
	61	(pt)	00-04-50		61	(pt)	00-04-00
	62	(pt)	00-03-42		62	(pt)	00-02-00
	63	(pt)	00-06-84		63	(pt)	00-06-00
	65	(pt)	00-02-88		65	(pt)	00-02-00
	66	(pt)	00-01-26		66	(pt)	00-02-00
	67	(pt)	00-04-32		67	(pt)	00-05-00
	69	(pt)	00-02-34		69	(pt)	00-04-00
	70	(pt)	00-06-66		70	(pt)	00-04-00
	71	(pt)	00-01-80		71	(pt)	00-02-00
	72	(pt)1			72	(pt)	00-04-00
			00-05-22				
	72	(pt)2					
	86	(pt)	00-05-40		86	(pt)	00-04-00
	87	(pt)	00-03-24		87	(pt)	00-05-00
	88	(pt)	00-02-52		88	(pt)	00-03-00
	89	(pt)	00-02-88		89	(pt)	00-03-00

1	2	3	4	1	2	3	4
	93	(pt)	00-11-42		93	(pt)	00-05-00
	94	(pt)	00-05-40		94	(pt)	00-06-00
	98	(pt)	00-04-50		98	(pt)	00-04-00
	99	(pt)	00-03-78		99	(pt)	00-04-00
	100	(pt)	00-01-80		100	(pt)	00-04-00
	101	(pt)	00-11-52		101	(pt)	00-06-00
	102	(pt)	00-19-80		102	(pt)	00-18-00
	106	(pt)	00-04-50		106	(pt)	00-06-00
	110	(pt)	00-41-40		110	(pt)	00-42-00
	116	(pt)	00-03-06		116	(pt)	00-03-00
	117	(pt)	00-06-48		117	(pt)	00-03-00
	118				118	(pt)	00-03-00

## SCHEDULE

Read (Column-II)

For (Column-I)

## PART—I

Village	S.No.	H.No.	Area	Village	S.No.	H.No.	Area
	G.No.				G.No.		
Sangunde	119	(pt)	00-10-62	Sangunde	119	(pt)	00-11-00
	120	(pt)	00-02-88		120	(pt)	00-03-00
	121	(pt)	00-02-88		121	(pt)	00-03-00
	122	(pt)	00-05-40		122	(pt)	00-05-00
	123	(pt)	00-05-58		123	(pt)	00-05-00
	124	(pt)	00-12-60		124	(pt)	00-08-00
	125	(pt)	00-02-52		125	(pt)	00-25-00
	126	(pt)	00-09-72		126	(pt)	00-06-00

## Part—II

Village	S.No.	H.No.	Area
	G.No.		
Sangunde	73	(pt)	00-06-00

[No. O-12016/16/83-Prod.]

का. आ. 3207.— यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 1704 तारीख 8-4-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना प्राण्य घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अथ, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की भांति तैल और प्राकृतिक गैस आयोग में, सभी माध्यमों से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

जैक्सन पाइंट से सी.टी.एफ. कसोल तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : मेहसाणा तालुका : कसोल

गाँव	सर्वे नं.	हेक्टेयर	घारे	सेटीयर
1	2	3	4	5
सईज	462	0	06	12
	475	0	01	85
	476/1	0	04	70
	484	0	01	94
	485	0	06	38
	483/1	0	02	14
	482/2	0	01	12
	483/2/बी	0	00	80
	482/1	0	01	78
	483/2/ए	0	01	20
	488/1/6	0	05	54



1	2	3	4	5
	488/1/5	0	02	54
	488/1/4	0	04	85
	9/1/ए	0	06	94
	8/4	0	00	65
	0/1	0	02	15
	1	0	04	46
	4	0	00	05
	ट्रेक	0	00	30
	13/2	0	03	09
	53/3	0	24	94
	53/2	0	02	68
	52	0	06	00
	48/2	0	01	88
	48/1	0	00	20
	48/3	0	08	45
	49/	0	03	64
	47/1	0	00	32
	47/2	0	05	60
	47/3	0	01	61
	42	0	09	82
	41/2	0	01	60
	39/2	0	04	08
	38/1	0	01	17
	ट्रेक	0	00	25
	362/2	0	00	72
	362/2	0	01	85
	361/2	0	01	71
	361/2	0	00	50
	361/1	0	00	16
	661/3	0	00	10
	660/1	0	11	06
	659/1/बी	0	02	46
	659/3	0	02	81
	659/2	0	02	50
	654/2/बी	0	02	40
	654/1/बी	0	02	40
	654/1/ए	0	01	75
	काटे ट्रेक	0	01	45
	680	0	11	19
	681/4	0	01	35
	683	0	00	60
	686/1	0	02	38
	686/2	0	01	26
	687	0	01	59
	688/4	0	03	39
	688/3	0	01	05
	688/2	0	01	34
	688/1	0	00	55
	689	0	00	08
	690/4	0	01	32
	690/2	0	02	34
	690/1	0	00	64
	712/2	0	04	82
	700/1	0	03	26

1	2	3	4	5
	रैम्स	0	01	28
	696/2	0	08	43
	696/1	0	06	58
	697/ए	0	05	88
	699	0	07	62
	1212/1	0	01	22
	1212/2	0	00	30
	1214/1	0	02	40
	1213/1	0	08	09
	1213/2	0	02	82
	1216	0	11	20
	1210/1	0	01	14
	993	0	00	12
	978/2	0	00	80
	977	0	03	72
	976	0	00	64

[सं. प्रो.-12016/54/86-प्रोएनजी-डी-4]

S.O. 3207.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 1704 dated 9-4-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Pipeline from Jn. point to CTF Kalol  
State : Gujarat District : Mehsana Taluka : Kalol

Village	Survey No.	Hec-tare	Are	Centiare
Saij	462	0	06	12
	475	0	01	85
	476/1	0	04	70
	484	0	01	94
	485	0	06	38
	483/1	0	02	14
	482/2	0	01	12
	483/2/B	0	00	80
	482/1	0	01	78
	483/2/A	0	01	20
	488/1/6	0	05	54
	488/1/5	0	02	54
	488/1/4	0	04	85
	489/1/A	0	06	94
	488/1	0	00	65
	490/1	0	02	15

1	2	3	4	5
	491	0	04	46
	554	0	00	05
	Cart track	0	00	30
	493/2	0	03	09
	553/3	0	24	94
	553/2	0	02	68
	552	0	06	00
	548/2	0	01	88
	548/1	0	00	20
	548/3	0	08	45
	549	0	03	64
	457/1	0	00	32
	547/2	0	05	60
	547/3	0	01	61
	542	0	09	82
	541/2	0	01	60
	539/2	0	04	08
	539/1	0	01	17
	Cart track	0	00	25
	662/4	0	00	72
	662/2	0	01	85
	662/1	0	01	71
	661/2	0	00	50
	661/1	0	00	16
	661/3	0	00	10
	660/1	0	11	06
	659/1/B	0	02	46
	659/3	0	02	81
	659/2	0	02	50
	654/2/B	0	02	00
	654/1/B	0	02	40
	654/1/A	0	01	75
	Cart track	0	01	45
	680	0	11	19
	681/1	0	01	35
	683	0	00	60
	686/1	0	02	38
	686/2	0	01	25
	687	0	01	59
	688/4	0	03	39
	688/3	0	01	05
	688/2	0	01	34
	688/1	0	00	55
	689	0	00	08
	690/4	0	00	32
	690/2	0	02	34
	690/1	0	00	64
	712/2	0	04	82
	700/1	0	03	26
	Kans	0	01	28
	696/2	0	08	43
	696/1	0	06	58
	697/A	0	05	88
	699	0	07	62
	1212/1	0	01	22
	1212/2	0	00	30
	1214/1	0	02	40
	1213/1	0	08	09
	1213/2	0	02	82
	1216	0	11	20
	1210/1	0	01	14
	993	0	08	12
	—	—	—	—
	978/2	0	00	80
	977	0	03	72
	976	0	00	64

का०घा० 3208.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बंबई से पूना तक पेट्रोलियम पदार्थों के परिवहन के लिये पाईप लाईन हिन्दुस्तान पेट्रोलियम कारपोरेशन द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों के बिछाने के प्रयोजन के लिए एतदुपायध्व अनुसूची में वर्जित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाईप लाईन बिछाने के लिये आक्षेप सक्षम प्राधिकारी हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड बम्बई पूर्ण पाईप लाईन प्रोजेक्ट फ्लुयेल रिफाइनरीज कारिडोर रोड बम्बई की इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यावसायी की मार्फत।

#### अनुसूची

गांव : बाधोसी		तहसील : हवेली जिला : पुणे, महाराष्ट्र			
गांव	खसरा नं.	हिस्सा नं.	क्षेत्रफल		
1	2	3	4		
बाधोसी	2063	"	—	00	40
"	2060	"	—	00	11
"	2062	"	—	00	24
"	2069	"	—	00	20
"	2070	"	—	00	01
"	2074	"	—	00	06
"	2075	"	—	00	11
"	2076	"	—	00	11
"	2077	"	—	00	11
"	2078	"	—	00	33
"	2077	"	—	00	22
"	2089	"	—	00	09
"	2222	"	—	00	21
"	2223	"	—	00	18
"	2225	"	—	00	27
"	2226	"	—	00	18
"	2229	"	—	00	09
"	2230	"	—	00	04
"	2272	"	—	00	27
"	2273	"	—	00	61
"	2274	"	—	00	38
"	2275	"	—	00	25
"	2272	"	—	00	76
"	2307	"	—	00	67
"	2328	"	—	00	33
"	2329	"	—	00	76
"	2333	"	—	00	47
"	2335	"	—	00	34

S.O. 3208.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

#### SCHEDULE

##### PART—II

Village : Vagholi Tahsil : Haveli Dist : Pune

Village	Survey-No. /Gut No.	Hissa No.	Area H—A
Vagholi	2063 Part	—	00—40
"	2060 "	—	00—11
"	2062 "	—	00—24
"	2069 "	—	00—20
"	2070 "	—	00—01
"	2074 "	—	00—06
"	2075 "	—	00—11
"	2076 "	—	00—11
"	2077 "	—	00—11
"	2078 "	—	00—33
"	2077 "	—	00—22
"	2089 "	—	00—09
"	2222 "	—	00—21
"	2223 "	—	00—18
"	2225 "	—	00—27
"	2226 "	—	00—18
"	2229 "	—	00—09
"	2230 "	—	00—04
"	2272 "	—	00—27
"	2273 "	—	00—61
"	2274 "	—	00—38
"	2275 "	—	00—25
"	2272 "	—	00—76
"	2307 "	—	00—67
"	2328 "	—	00—33
"	2329 "	—	00—76
"	2333 "	—	00—47
"	2335 "	—	00—34

[No. 1-12016/57/83-Prod.]

कां० 3208:—यतः पेट्रोलियम और खनिज पाइप लाईन भूमि में उपयोग के अधिकार अर्जन अधिनियम, 1962 (1962 का 50) की 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना कां० 2120 तारीख 15-5-86 द्वारा केन्द्रीय सरकार ने उन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया है।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाईन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस प्रायोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

एस. एन. बी. जी. से एस. एन. सी. टी. तक

राज्य गुजरात	जिला ब ताणुका मेहसाना			
गांव	स. नं.	हेक्टेयर एघारई	सेन्टीमटर	
संभाल	643	0	04	10
	642	0	08	05
	639/2	0	05	15
	639/1	0	02	75
	622	0	06	85
	619	0	11	40
	626	0	09	60

[स.ओ. 12016/67/86, ओ एन जी-बी-4]

S.O. 3209.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 2120 dated 15-5-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Pipeline from SNBG to S.S. CTF

State : Gujarat District &amp; Taluka : Mehsana

Village	Survey No.	Hec-tare	Arc	Centiare
Santhal	643	0	04	10
	642	0	08	05
	639/2	0	05	15
	639/1	0	02	75
	622	0	06	85
	619	0	11	40
	626	0	09	60

[No. O-12016/67/86-ONG-D-4]

का.आ. 3210:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना कां.आ. सं० 2295 तारीख 2-6-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और अतः, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अथ, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और अतः उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेष्ट देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तैम और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की दैनिक तारीख को निहित होगा।

## अनुसूची

ई. पी. एस. से एस एन. सी. इन्टर तक पाइप लाईन बिछाने के लिये  
राज्य : गुजरात जिला व तालुका : मेहसाना

गांव	सर्वे सं०	हेक्टेयर	एकर	सेन्टीयर
बालोल	1770	0	06	24
	1771	0	03	48
	1772/2	0	02	88
	1651	0	07	68
	1650	0	06	60
	1649	0	06	36

[सं.आ. 19216/96/86 ओएमजीसी.4]

पी.के. राजगोपालन, डेस्क अधिकारी

S.O.3210.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 2295 dated 2-6-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Pipeline from EPS to SNCW

State : Gujarat District &amp; Taluka : Mehsana

Village	Survey No.	Hec-tare	Arc	Centiare
Balol	1770	0	60	24
	1771	0	03	48
	1772/3	0	02	88
	1651	0	07	68
	1650	0	06	60
	1649	0	06	36

[No. O-12016/96/86-ONG-D-4]

P.K. RAJAGOPALAN, Desk Officer

नई दिल्ली, 10 मिनम्बर, 1986

का. आ. 3211:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में हजीरा-बरेली-जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिए।

और यतः प्रतीत होता है कि ऐसी लाइनों को बिछाने का प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए केन्द्रीय सरकार ने उस में उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिए सक्षम प्राधिकारी, भारतीय गैस प्राधिकरण लि. वी-58/बी, अलीगंज, लखनऊ-226020 यू. पी. को इस अधिसूचना की तारीख से 21 दिन के भीतर कर सकेगा।

और ऐसा आशय करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुपूरक वाद अनुसूची  
एच. बी. जे गैस पाइप लाइन प्रोजेक्ट

जनपद	तहसील	परगना	ग्राम	गांठा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
इटावा	औरैया	औरैया	समरथ	106	0.02	
			पुर	बि. न.	0.03	
				104	0.02	
				14	0.10	
				15	0.05	
				18	0.05	
				17	0.15	
				16	0.67	
				12	0.10	

[स. प्रो.-14016/86/84-जी.पी.]

New Delhi, the 10th September, 1986

S.O.3211.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Hajira-Bareilly to Jagdishpur in Uttar Pradesh State Pipeline should be laid by the Gas Authority of India Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. H.B.J. Pipeline Project M-58/B, Aliganj Lucknow-226020 U.P.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## Supplementary Cash Schedule

## H.B.J. Gas Pipeline Project

District	Tahsil	Pargana	Village	Plot No.	Area in Rem- acres	ark
1	2	3	4	5	6	7
Etawah	Auriya	Auriya	Samrath-	106	0.02	
			pur	With out No,	0.03	
				104	0.02	
				14	0.10	
				15	0.05	
				18	0.05	
				17	0.15	
				16	0.67	
				12	0.10	

[No. O-14016/86/84 -GP]

का. प्रो. 3212:—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में हजिरा-बरेली-जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिए।

130 GI/86—8

और यह प्रतीत होता है कि ऐसी साधनों की खोजने का प्रयोजन के लिए एक पाइप अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उस में उपयोग का अधिकार अर्जित करने का प्रयत्न आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आर्जेन सज्जम प्राधिकारी, भारतीय गैस प्राधिकरण लि. विकासदीप लखनऊ-226020 यू. पी. को इस अधिसूचना की तारीख से 21 दिन के भीतर कर सकेगा।

और ऐसा आर्जेन करने वाला हर व्यक्ति विनिश्चित यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुतवाई व्यक्तिगत रूप से हो या किसी निधि व्यवसायी की मार्फत।

## अनुपूरक वाद

## गैस पाइप लाइन बिछाने के सम्बन्ध में भूमि का विवरण

जिला	तहसील	परगना	ग्राम	गांठा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
फाजिल्हा	फाजिल्हा	परम-	मिया	49	0.30	
वाद	वाद	नगर		48	0.39	
				50	0.01	
				47	0.32	
				56	0.02	
				100	0.02	
				89	0.02	
				90	0.50	
				91	0.02	
				92	0.02	
				99	1.00	
				98	0.02	
				97	0.43	
				93	0.81	

[स. प्रो-14016 148/85-जी.पी.]

S.O.3212.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Hajira-Bareilly to Jagdishpur in Uttar Pradesh State Pipeline should be laid by the Gas Authority of India Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. H.B.J. Pipeline Project Vikash Deep Lucknow-226020 U.P.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

Supplementary Case (Schedule)

H.B.J. Gas Pipeline Project

1	2	3	4	5	6	7
Farrukha-	Farru-	Param	Sia	49	0.30	
bad	khabad	Nagar		48	0.39	
				50	0.01	
				47	0.32	
				56	0.02	
				100	0.02	
				89	0.02	
				90	0.50	
				91	0.02	
				92	0.02	
				99	1.00	
				98	0.02	
				97	0.43	
				93	0.81	

[No. O-14016/148/85-GP]

का. प्रा. 3213 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में हजीरा-बरेली-जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय नैव प्राधिकरण लि. द्वारा बिछाई जानी चाहिए।

और यतः प्रतीत होता है कि ऐसी साइटों की बिछाने का प्रयोजन के लिए एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए केन्द्रीय सरकार ने उस में उपयोग का अधिकार प्रजित करने का अपना आशय एतद्वारा घोषित किया है।

यद्यपि कि उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, भारतीय नैव प्राधिकरण लि. बी-58/बी, शलीगंज, लखनऊ-226020 यू. पी. को इस अधिसूचना की तारीख से 21 दिन के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित्य यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मुतवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूचक वाद अनुसूची

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

जनपद	तहसील	परगना	ग्राम	गाटा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
इटावा	औरिया	औरिया	सरसपुर	185	0.23	
				192	0.71	
				2/1	0.19	
				2/1	1.05	

[सं. प्रो. 14016/79/84-जीपी]

S.O. 3213.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Hajira-Bareilly to Jagdishpur in Uttar Pradesh State Pipeline should be laid by the Gas Authority of India Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. H.B.J. Pipeline Project M-58/B, Aliganj Lucknow-226020 U.P.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

Supplementary Case (Schedule)

H.B.J. Gas Pipe Line Project

District	Tahsil	Pargana	Village	Plot no.	Area in acres	Remarks
1	2	3	4	5	6	7
Etawah	Auriya	Auriya	Basant Pur	185	0.23	
				192	0.71	
				2/1	0.19	
				2/4	1.05	

[No. O-14016/79/84-GP]

का. प्रा. 3214 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में हजीरा-बरेली-जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय नैव प्राधिकरण लि. द्वारा बिछाई जानी चाहिए।

और यतः प्रतीत होता है कि ऐसी साइटों की बिछाने का प्रयोजन के लिए एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए केन्द्रीय सरकार ने उस में उपयोग का अधिकार प्रजित करने का अपना आशय एतद्वारा घोषित किया है।

यद्यपि कि उक्त भूमि में हितवद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, भारतीय नैव प्राधिकरण लि. बी-58/बी, शलीगंज, लखनऊ-226020 यू. पी. को इस अधिसूचना की तारीख से 21 दिन के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित्य यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मुतवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूचक वाद अनुसूची

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

जनपद	तहसील	परगना	ग्राम	गाटा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
इटावा	औरिया	औरिया	सरसपुर	509	1.20	
				477	0.35	
				478	0.40	
				479	0.10	

[सं. प्रो. 14016/50/84-जी पी]

राफेल कम्पकर, उप सचिव

S.O. 3214.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Hajira-Bareilly to Jagdishpur in Uttar Pradesh State Pipeline should be laid by the Gas Authority of India Ltd.

And Whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now therefore, it exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. H.B.J. Pipeline Project B-58/B, Aliganj Lucknow-226020 U.P.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

#### Supplementary Case (Schedule)

#### H.B.J. Gas Pipe Line Project

District	Tahsil	Pargana	Village	Plot no.	Area in acers	Remark
1	2	3	4	5	6	7
Etawah	Auriya	Khenka	509		1.20	
			477		0.35	
			478		0.40	
			479		0.10	

[No. O-14016/50/84-GP]

Rakesh Kacker, Dy. Secy.

#### स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 29 अगस्त, 1986

का.आ.3215.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में स्वास्थ्य सेवा महाविशालय के अधीन निम्नलिखित कार्यालयों को, जिनके कर्मचारीकृत ने हिन्दी कार्यसाधक भाषा प्राप्त कर लिया है, अधिसूचित करती है।

स्वास्थ्य सेवा महाविशालय के अधीनस्थ कार्यालय

1. केन्द्रीय सरकार स्वास्थ्य योजना, पुणे।
2. केन्द्रीय सरकार स्वास्थ्य योजना, लखनऊ।

[संख्या ई-11012/1/85-रा.भा.कार्या.]

पी.के. मेहरोत्रा, संयुक्त सचिव

#### MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 29th August, 1986

S.O. 3215.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rule, 1976, the Central Government hereby notifies the following offices under the administrative control of the Directorate General of Health Services, the staff whereof have acquired the working knowledge of Hindi—

1. Central Government Health Scheme, Pune.
2. Central Government Health Scheme, Lucknow.

[No. E. 11012/1/85-OLI]

P. K. MEHROTRA, Jt. Secy.

(स्वास्थ्य विभाग)

आ.आ.3216.—यहां दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खण्ड (क) के अनुसरण में डा. सी. पी. गोविला, प्रोफेसर (ऑपरेटिव डेंटिस्ट्री), के. जी. मेडिकल कॉलेज, लखनऊ, जी-11, रिवर बैंक कॉलोनी, लखनऊ (उत्तर प्रदेश) को पट्टी नवम्बर, 1985 में उत्तर प्रदेश राज्य, दन्त चिकित्सक रजिस्टर के भाग "क" में पंजीकृत दन्त चिकित्सकों के द्वारा डा. एन. के. अग्रवाल के स्थान पर भारतीय दन्त चिकित्सा परिषद का सदस्य चुना गया है।

अतः अब उक्त अधिनियम की धारा 6 की उप-धारा (4) के साथ पठित धारा 3 के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद्-द्वारा भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना सं. का.आ. 430, दिनांक 24 जनवरी, 1984 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 के परतुक के साथ पठित खण्ड (क) के अधीन निर्दिष्ट नामों के नीचे क्रम संख्या 2" और उससे संबंधित प्रक्रियाओं के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात् :—

"2 डा. सी. पी. गोविला,	(निर्दिष्ट) उत्तर)	
प्रोफेसर (ऑपरेटिव	प्रदेश	1-11-85
डेंटिस्ट्री) के. जी. मेडिकल,	दन्त	
कॉलेज, जी-11, रिवर बैंक,	चिकित्सा,	
कॉलोनी, लखनऊ (उत्तर	परिषद्	
प्रदेश)		

[संख्या पी. 12013/1/86-पी. एम. एस.]

जी. जी. के. नायर, प्रवर सचिव

S.O. 3216.—Whereas in pursuance of clause (a) of section 3 of the Dentists Act, 1948 (16 of 1948), Dr. C.P. Govila, Professor (Operative Dentistry), K.G. Medical College Lucknow, G-11, River Bank Colony, Lucknow (Uttar Pradesh) has been elected to be a member of the Dental Council of India by the dentists registered in Part A of the Uttar Pradesh Dentists Register with effect from the 1st November, 1985 vice Dr. N.K. Agrawal;

Now, therefore, in pursuance of clause (a) of section- read with sub-section(4) of section 6 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Health and Family Welfare, No. S.O. 430 dated the 24th January, 1984 namely :—

In the said notification, under the heading "Elected under clause (a) read with the proviso to section 3", for serial number 2 and the entries relating thereto, the following shall be substituted, namely:—

"2. Dr. C.P. Govila,	Elected	Uttar	1-11-85"
Professor (Operative		Pradesh	
Dentistry) K.G.		Dental	
Medical College G-11,		Council	
River Bank Colony			
Lucknow (U.P.).			

[No. V. 12013/1/86—PMS]

G.G.K. NAIR, Under Secy.

### कृषि मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 1 सितम्बर, 1986

का.आ.3217 :—बहुराज्य सहकारी सोसाइटी अधिनियम, 1984 (1984 का 51) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 29 की उपधारा (3) यह उपबन्ध करती है कि, जहाँ किसी बहुराज्य सहकारी सोसाइटी के साधारण निकाय या बोर्ड के किसी अधिवेशन में किसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का प्रतिनिधित्व किया जाना है, वहाँ ऐसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का प्रतिनिधित्व ऐसे अधिवेशन में, यथास्थिति, सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी के केवल अध्यक्ष या मुख्य कार्यपालक द्वारा किया जाएगा, और जहाँ ऐसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का किन्हीं कारणों से कोई बोर्ड नहीं है वहाँ सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी के प्रशासक द्वारा प्रतिनिधित्व किया जाएगा, चाहे वह किसी भी नाम से ज्ञात हो।

और उक्त अधिनियम की धारा 22 (घ) के अनुसार, ऐसी बहुराज्य सहकारी सोसाइटी, जिसके अन्तर्गत सहकारी सोसाइटियों के सदस्य भी हैं, ऐसी सहकारी सोसाइटियों, या बहुराज्य सहकारी सोसाइटियों द्वारा किए जा रहे कारबार के विस्तार और अन्य सुसंगत परिस्थितियों को ध्यान में रखते हुए, साम्यापूर्ण मतदान प्रणाली के लिए उपबन्ध कर सकती है।

और नेशनल फीडरेशन आफ फिशरमेंस को-ऑपरेटिव लिमिटेड (फिश-कोपफेड) की उपधियों के अनुसार फिशकोपफेड के साधारण निकाय में प्रत्येक सहबद्ध फीडरेशन के प्रतिनिधियों की संख्या फीडरेशन से सहबद्ध फिशरी को-ऑपरेटिव की संख्या के संबंध में है, संख्या एक से अधिक किन्तु अधिकतम चार के अधीन रहते हुए हैं।

और उपरोक्त राष्ट्रीय सहकारी सोसाइटी उन्मायक प्रकृति के हैं और यह अपेक्षित है कि इसके साधारण निकाय तथा निदेशक बोर्ड में सदस्यों का और अधिक प्रतिनिधित्व अपेक्षित हो ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 99 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि उक्त अधिनियम की धारा 29 की उपधारा (3) के उपबन्ध, नेशनल फीडरेशन आफ फिशरमेंस को-ऑपरेटिव लिमिटेड को इस उपोत्तरण सहित लागू होंगे कि, नेशनल फीडरेशन आफ फिशरमेंस को-ऑपरेटिव लिमिटेड के साधारण निकाय में प्रत्येक सहबद्ध राज्य फीडरेशन के प्रतिनिधियों की संख्या दो से अधिक नहीं होंगी और ये दो प्रतिनिधि राज्य फीडरेशनों के अध्यक्ष और मुख्य कार्यपालक होंगे, जहाँ राज्य फीडरेशन का कोई बोर्ड नहीं है वहाँ एक प्रतिनिधि प्रशासक होगा, चाहे वह किसी भी नाम से ज्ञात हो, और अन्य दूसरा, राज्य फीडरेशन से सहबद्ध फिशरी को-ऑपरेटिव सोसाइटी का अध्यक्ष/मुख्य कार्यपालक होगा।

[सं. एल-11012/3/85-एल एंड एम]

### MINISTRY OF AGRICULTURE

(Department of Agriculture & Cooperation)

New Delhi, the 1st September, 1986

S.O.3217.—Whereas sub-section (3) of section 29 of the Multi-State Co-operative Societies Act, 1984 (51 of 1984) (hereinafter referred to as the said Act), provides that where in any meeting of the general body or the board of a multi-state cooperative society, a cooperative society or another multi-state cooperative society is to be represented, such co-operative society or other multi-state co-operative society shall be represented in such meeting only through the Chairman or the Chief Executive of such co-operative society or other multi-state co-operative society, as the case may be, and where there is no board of such co-operative society, or multi-state co-operative society, for whatever reasons through the administrator, by whatever name called, of such co-operative society or other multi-state co-operative society

And whereas according to section 22(d) of the said Act, a multi-state co-operative society, the members of which include co-operative societies, may provide for an equitable system of voting having regard to the membership of and the extent of business carried on by such co-operative societies, or multi-state co-operative societies and other relevant circumstances;

And whereas in accordance with the byelaws of the National Federation of Fishermen's Co-operatives Limited (FISHCOPFED) the number of representative of each affiliated State Federation in the general body of FISHCOPFED is in relation to the number of affiliated fishery co-operatives to the State Federation, the number being more than one but subject to a maximum of four;

And whereas the above mentioned national co-operative society is of promotional nature and its membership requires wider representation in its general body and board of directors.

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 99 of the said Act, the Central Government hereby directs that the provisions of sub-section (3) of section 29 of the said Act shall apply to the National Federation of Fishermen's Co-operative Limited with the modification that the number of representatives of each affiliated State Federation in the general body of the National Federation of Fishermen's Co-operative Limited may not exceed two and these two representatives shall be the Chairman and the Chief Executive of the State Federation. Where, however, there is no board of the State Federation, then one representative shall be the Administrator, by whatever name called, and the other shall be the Chairman/Chief Executive of the fishery co-operative society affiliated to the State Federation.

[No. L-12012/3/85-L&M]

का. आ.3218.—बहुराज्य सहकारी सोसाइटी अधिनियम, 1984 (1984 का 51) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 29 की उपधारा (3) यह उपबन्ध करती है कि, जहाँ किसी बहुराज्य सहकारी सोसाइटी के साधारण निकाय या बोर्ड के किसी अधिवेशन में किसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का प्रतिनिधित्व किया जाना है वहाँ ऐसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का प्रतिनिधित्व ऐसे अधिवेशन में, यथास्थिति, सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी के केवल अध्यक्ष या मुख्य कार्यपालक द्वारा किया जाएगा, और जहाँ ऐसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का किन्हीं कारणों से कोई बोर्ड नहीं है वहाँ सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी के प्रशासक द्वारा प्रतिनिधित्व किया जाएगा चाहे वह किसी भी नाम से ज्ञात हो ;

और उक्त अधिनियम की धारा 22(घ) के अनुसार ऐसी बहुराज्य सहकारी सोसाइटी, जिसके अंतर्गत सहकारी सोसाइटियों के सदस्य भी हैं, ऐसी सहकारी सोसाइटियों, या बहुराज्य सहकारी सोसाइटियों,



द्वारा किए जा रहे कारबार के विस्तार और अन्य सुसंगत परिस्थितियों को ध्यान में रखते हुए, साम्बापूर्व मतदान प्रणाली के लिए उपबंध कर सकती है ;

और, शहरी सहकारी बैंक और प्रत्यय सोसाइटी राष्ट्रीय फेडरेशन लिमिटेड की उपविधियों के अनुसार, इसके साधारण निकाय में अन्य के साथ-साथ शहरी सहकारी बैंकों/प्रत्यय सोसाइटीयों के प्रत्येक राज्य फेडरेशन/संगम के तीन प्रतिनिधि होंगे ;

और उपरोक्तित राष्ट्रिय सहकारी सोसाइटी उन्मायक प्रकृति की है और वह अपेक्षित है कि इसके साधारण निकाय तथा निदेशक बोर्ड में सबस्यों का और अधिक प्रतिनिधित्व हो ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 99 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि उक्त अधिनियम की धारा 29 की उपधारा (3) के उपबंध शहरी सहकारी बैंक और प्रत्यय सोसाइटी राष्ट्रीय फेडरेशन लिमिटेड को इस उपतरण सहित लागू होंगे कि शहरी सहकारी बैंक और प्रत्यय सोसाइटी राष्ट्रीय फेडरेशन लिमिटेड के साधारण नियम में शहरी सहकारी बैंक/प्रत्यय सोसाइटी के राज्य फेडरेशन/संगम का प्रतिनिधित्व शहरी सहकारिता बैंक और प्रत्यय सोसाइटी के राज्य फेडरेशन/संगम के अध्यक्ष और मुख्य कार्यपालक द्वारा होगा। तीसरा प्रतिनिधि शहरी सहकारी बैंक/प्रत्यय सोसाइटी के राज्य फेडरेशन/संगम से सहबद्ध सोसाइटी का अध्यक्ष/मुख्य कार्यपालक हो सकता है और जहाँ राज्य फेडरेशन/संगम का कोई बोर्ड नहीं है, वहाँ एक प्रतिनिधि प्रशासक होगा, चाहे वह किसी नाम से ज्ञात हो, और अन्य दो प्रतिनिधि शहरी सहकारी बैंक प्रत्यय सोसाइटी के राज्य फेडरेशन/संगम से सहबद्ध सोसाइटीयों के अध्यक्ष/मुख्य कार्यपालक होंगे।

[सं. एल-11012/3/85-एल एंड एम]

S.O. 3218.—Whereas sub-section (3) of section 29 of the Multi-State Co-operative Societies Act, 1984 (51 of 1984) (hereinafter referred to as the said Act), provides that where in any meeting of the general body or the board of a multi-state co-operative society, a co-operative society or another multi-state co-operative society is to be represented; such co-operative society or other multi-state co-operative society shall be represented in such meeting only through the Chairman or the Chief Executive of such co-operative society or other multi-state co-operative society, as the case may be, and where there is no board of such co-operative society, or multi-state co-operative society, for whatever reasons, through the administrator by whatever name called, of such co-operative society or the other multi-state co-operative society;

And whereas according to section 22(d) of the said Act, a multi-state co-operative society, the members of which include co-operative societies, may provide for an equitable system of voting having regard to the membership of and the extent of business carried on by such co-operative societies, or multi-state co-operative societies and other relevant circumstances;

And whereas in accordance with the byelaws of the National Federation of Urban Co-operative Banks and Credit Societies Limited, its general body consists inter-alia of three representatives from each State Federation/Association of Urban Co-operative Banks/Credit Societies.

And whereas the above-mentioned national cooperative society is of promotional nature and its membership requires wider representation in its general body and board of directors;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 99 of the said Act, the Central Government hereby directs that the provisions of sub-section (3) of section 29 of the said Act shall apply to the National Federation of Urban Co-operative Banks and Credit Societies Limited with the modification that the representation of the State Federation/Association of Urban Co-operative Banks/Credit Societies on the general body of the National Federation of Urban Co-operative Banks and Credit Societies Limited, shall be through the Chairman and Chief Executive of the State Federation/Association of Urban Co-operative Banks and Credit Societies. The third representative may be the Chairman/Chief Executive of the affiliated

society to the State Federation/Association of Urban Co-operative Banks/Credit Societies and where there is no board of the State Federation/Association, then one representative shall be the Administrator, by whatever name called, and the other two shall be Chairman/Chief Executives of the societies affiliated to the State Federation/Association of Urban Co-operative Banks/Credit Societies.

[No. L-11012/3/85-L&M]

का. धा 2219.—रुग्णस्य सहकारी सोसाइटी अधिनियम, 1984 (1984 का 51) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 29 की उपधारा (3) यह उपबंधित करती है कि, जहाँ किसी रुग्णस्य सहकारी सोसाइटी साधारण निकाय या बोर्ड के किसी अधिवेशन में किसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का प्रतिनिधित्व किया जाना है वहाँ ऐसी सहकारी सोसाइटीयों द्वारा दूसरी बहुराज्य सहकारी सोसाइटी का प्रतिनिधित्व ऐसे अधिवेशन में, यथास्थिति सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी के केवल अध्यक्ष या मुख्य कार्यपालक द्वारा किया जाएगा, और जहाँ ऐसी सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी का किसी कारणों से कोई बोर्ड नहीं है वहाँ सहकारी सोसाइटी या दूसरी बहुराज्य सहकारी सोसाइटी के प्रशासक द्वारा प्रतिनिधित्व किया जाएगा चाहे वह किस भी नाम से ज्ञात हो ;

और उक्त अधिनियम की धारा 22(घ) के अनुसार कोई बहुराज्य सहकारी सोसाइटी, जिसके संगीत सहकारी सोसाइटीयों के सदस्य हैं, ऐसी सहकारी सोसाइटीयों, या बहुराज्य सहकारी सोसाइटीयों, द्वारा किए जा रहे कारबार के विस्तार और अन्य सुसंगत परिस्थितियों को ध्यान में रखते हुए, साम्बापूर्व मतदान प्रणाली के लिए उपबंध कर सकती है ;

और राष्ट्रीय सहकारी बैंक कारखाना लिमिटेड, फेडरेशन की उप-विधियों के अनुसार इसके साधारण निकाय में, अन्य वर्गों के साथ-साथ, ऐसे राज्य और प्रांतीय फेडरेशन सहबद्ध सहकारी बैंक कारखाने के लिए एक की दर पर प्रत्येक सहबद्ध राज्य और प्रांतीय फेडरेशन की है। राज्य और प्रांतीय फेडरेशन में राष्ट्रीय सहकारी बैंक कारखाना लिमिटेड फेडरेशन के निदेशक बोर्ड का प्रतिनिधित्व, राज्य/प्रांतीय फेडरेशन से सहबद्ध कारखानों पर आश्रित है। विधान उपविधियों के अनुसार, यदि राज्य या प्रांतीय फेडरेशन से सहबद्ध कारखानों को संघदा सतर या उन्मो ऊतर है तो, राष्ट्रीय सहकारी बैंक कारखाना लिमिटेड फेडरेशन के बोर्ड में इस निदेशक तक हो सकेगा।

और यदि उपरोक्तित राष्ट्रिय सहकारी सोसाइटी उन्मायक प्रकृति की है और, वह अपेक्षित है कि इसके साधारण निकाय तथा निदेशक बोर्ड में सबस्यों का और अधिक प्रतिनिधित्व अपेक्षित हो ;

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 99 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश देती है कि, उक्त अधिनियम की धारा 29 की उपधारा (3) के उपबंध राष्ट्रीय सहकारी बैंक कारखाना लिमिटेड फेडरेशन को इस उपतरण सहित लागू होंगे कि, जहाँ राज्य/प्रांतीय फेडरेशन द्वारा राष्ट्रीय सहकारी बैंक कारखाना लिमिटेड फेडरेशन के साधारण निकाय में एक से अधिक प्रतिनिधि भेजे जाने हैं वहाँ ऐसा प्रतिनिधित्व केवल राज्य/प्रांतीय फेडरेशन के अध्यक्ष और मुख्य कार्यपालक द्वारा होगा (और जहाँ राज्य या प्रांतीय फेडरेशन का कोई बोर्ड नहीं है, वहाँ प्रशासक के माध्यम से होगा चाहे वह किसी भी नाम से ज्ञात हो) और राज्य/प्रांतीय फेडरेशन से सहबद्ध सहकारी बैंक कारखाने के अध्यक्ष/मुख्य कार्यपालक होंगे।

[सं. एल-11012/3/85-एल एंड एम]

आर. एस. इसरा अवर सचिव

S.O. 3219.—Whereas sub-section (3) of section 29 of the Multi-State Co-operative Societies Act, 1984 (51 of 1984) (hereinafter referred to as the said Act), provides that

where in any meeting of the general body or the board of a multi-state co-operative society, a co-operative society or another multi-state co-operative society is to be represented, such co-operative society or another multi-state co-operative society shall be represented in such meeting only through the Chairman or the Chief Executive of such co-operative society or other multi-state co-operative society, as the case may be, and where there is no board of such co-operative society or multi-state co-operative, for whatever reasons, through the administrator, by whatever name called of such co-operative society or the other multi-state co-operative society;

And whereas according to section 22(d) of the said Act, a multi-state co-operative society, the members of which include co-operative societies, may provide for an equitable system of voting having regard to the membership of and the extent of business carried on by such co-operative societies, or multi-state co-operative societies and other relevant circumstances;

And whereas as per bye-laws of the National Federation of Co-operative Sugar Factories Limited, its general body inter-alia consists each of the affiliated State and Zonal Federations at the rate of one for each co-operative sugar factory affiliated to such State and Zonal Federations. The representation of the Board of Directors of the National Federation of Co-operative Sugar Factories Limited to the State and Zonal Federation is dependent on the number of factories affiliated to the State/Zonal Federations. According to the existing bylaws, there could be as many as ten directors on the Board of National Federation of Co-operative Sugar Factories Limited, if the number of factories affiliated to the State or Zonal Federations is seventy or above.

And whereas the above-mentioned national co-operative society is of promotional nature and its membership requires wider representation in its general body and the board of directors;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 99 of the said Act, the Central Government hereby directs that the provisions of sub-section (3) of section 29 of the said Act shall apply to the National Federation of Co-operative Sugar Factories Limited with the modification that where more than one representative is to be sent by the State/Zonal Federation to the general body of the National Federation of Co-operative Sugar Factories Limited, such representation shall be only through the Chairman and the Chief Executive of the State/Zonal Federation (and if there is no Board of the State or Zonal Federation then through the Administrator, by whatever name called) and the Chairman/Chief Executives of the co-operative sugar factories affiliated to the State/Zonal Federations.

[No. L-11012/3/85-L&M]  
R. S. HANSRA, Under Secy.

### शहरी विकास मंत्रालय

नई दिल्ली, 5 सितम्बर, 86

शुद्धिपत्र

का. डा. 3220:—भारत सरकार, शहरी विकास मंत्रालय की अधिसूचना सं. का. डा. 991 दिनांक 26 फरवरी, 1986 जो कि दिनांक 8 मार्च, 1986 को भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) के पृष्ठ 931-982 पर प्रकाशित हुई, तपुष्ट 981 पर (नांगलोई रजपुर) को "नांगली रजपुर" पढ़ें।

[फाइल सं. 23011/6/80 थार.सी.सी.]  
हरजीत मिट्टा, निदेशक (दिल्ली प्रभाग)

MINISTRY OF URBAN DEVELOPMENT  
New Delhi, the 5th September, 1986

### CORRIGENDUM

S.O. 3220.—In the notification of Government of India in the Ministry of Urban Development, number S.O. 991, dated the 26th February, 1986, published at page 981-982

of the Gazette of India, Part II, section 3, sub-section (ii), dated the 8th March, 1986, at page 981, for "Nangloi Raza-pur" read "Nangli Razapur".

[F. No. 23011/6/80-RCCI]  
HARJIT SINGH, Director (DD)

### परिवहन मंत्रालय

(जल मूल परिवहन विभाग)

(परिवहन कक्ष)

नई दिल्ली, 29 अगस्त, 1986

का. डा. 3221:—जबकि, परिवहन मंत्रालय (जल मूल परिवहन विभाग) (परिवहन पक्ष) में भारत सरकार की अधिसूचना सं. का. डा. 786 (अ' दिनांक 25 अक्टूबर, 1985 द्वारा श्री के.जी. भगत, जिन्हें गोदी श्रमिकों और नौकहन कंपनियों के नियोजकों का प्रतिनिधित्व करने के लिये गोदी श्रमिक मंडल का सदस्य नियुक्त किया गया था, की 14, जुलाई, 1986 को मृत्यु हो गई है,

अतः अब केन्द्र सरकार गोदी मजदूर (रोजगार का विनियमन) नियम 1962 के नियम 4 के उपनियम (5) के अनुपालन में उक्त रिक्ति को अधिसूचित करती है।

[फाइल सं. एल.डी.एस/6/85-यू.एस. (एल.)]

MINISTRY OF TRANSPORT  
(Department of Surface Transport)

(Transport Wing)

New Delhi, the 29th August, 1986

S.O. 3221.—Whereas Shri K.G. Bhagat, appointed as a member of the Cochin Dock Labour Board representing the employers of Dock Workers and Shipping Companies by the notification of the Government of India in the Ministry of Transport (Department of Surface Transport) (Transport Wing), No. S.O. 786(E), dated the 25th October, 1985 has expired on the 14th July, 1986.

Now, therefore, in pursuance of Sub-rule (5) of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No. LDX/6/85-US(L)]

नई दिल्ली, 4 सितम्बर, 1986

का. डा. 3222:—जबकि विशाखापत्तनम डॉक श्रम मंडल सदस्य के रूप में डॉक श्रमिकों का प्रतिनिधित्व करने हेतु भारत सरकार परिवहन मंत्रालय (जल मूल परिवहन विभाग) (परिवहन पक्ष) की अधिसूचना सं. का. डा. 2482, दिनांक 26 जून, 83 द्वारा नियुक्त किए गए श्री पी. एम. नायडू, की 6 अगस्त, 1986 को मृत्यु हो गई।

अतः अब गोदी श्रमिक (रोजगार विनियम) नियम 1962 के नियम 4 के उप-नियम (5) के अनुपालन में, केन्द्रीय सरकार एतद्-द्वारा उक्त रिक्ति को घोषणा करती है।

[मि. सं. एल.डी.वी./6/84-यू.एस. (एल.)]

सुदेश कुमार, अवर सचिव

New Delhi, the 4th September, 1986

S.O. 3222.—Whereas Shri P. M. Naidu, appointed as a member of Visakhapatnam Dock Labour Board representing the Dock Workers by the notification of the Government of India in the Ministry of Transport (Department of Surface Transport) (Transport Wing) No. S.O. 2482, dated the 26th June, 1982 has expired on the 6th August, 1986;

Now, therefore, in pursuance of sub-rule (5) of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No. LDV/6/84-US(L)]  
SUDESH KUMAR, Under Secy.

**खण्ड-विशेष:**

गई-विस्ती, 2 सितम्बर, 1986

का.धा. 3223.—मिसर्स, क्रोब्स इंजीनियरिंग प्राइवेट लिमिटेड, 425, पैथियोन रोड, एमगोर, मद्रास-600008 (टी.एन./10868) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952-का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिधाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन कायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निर्धन सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिमूर्चना संख्या का.धा. 3552 तारीख 23-9-82 के अनुसरण में और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 9-10-1985 से तीन वर्ष की अवधि के लिए जिसमें 8-10-1988 को समाप्तित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

**अनुसूची**

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तमिसनाडु को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रचारों का सन्दाय आदि भी है, होने का वे सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा, यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुलभ दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रवर्तन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उतार रकम से कम है जो कर्मचारी को उस वक्ता में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिसनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह सकते हैं, जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पावलिती को अवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वक्ता में उन मृत सदस्यों के नाम निर्देशिनियों या विधिक वारसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का संदाय तत्कालता से और प्रत्येक वक्ता में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(32)/82-टी.एक.-2/एस.एस.-2]

MINISTRY OF LABOUR  
New Delhi, the 2nd September, 1986

S.O. 3223.—Whereas Messrs Krobs Engineering Private Limited, 425, Pantheon Road, Egmore, Madras-600008 (TN/10868) (hereinafter referred to as the said establishment) have applied for exemption under sub section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour S.O. 3552 dated the 23-9-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 9-10-1985 upto and inclusive of the 8-10-1988.

**SCHEDULE**

1. The employer in relation to the said establishment shall submit returns to the Regional Provident Fund Commis-

sioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/32/82.PF.II.SS.II]

का.घा. 3224—मैसर्स बालचन्द्र नगर इण्डस्ट्रीज, लिमिटेड,  
(राई.एन. डिबीजन) पोस्ट ब्राकिय-यासबन्ध नगर जिला पुणे (एम.एन.)

9125) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के, कर्मचारी किसी पृथक् अभिधाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.घा. 317 तारीख 26-11-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्राथमिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धेय होता है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्धारित

को प्रतिकर के रूप में दोनों रकमों के भ्रस्तर के बराबर रकम का सन्धाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धाय करने में असफल रहता है, और पालिसी को ब्ययगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्धाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्धाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(351)/82-पी.एफ.-2/एस.एस.-2]

S.O. 3224.—Whereas Messrs. Walchandnagar Industries Limited, (IM Division) Post Office-Walchandnagar, District Pune (MH/9125) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour S.O. 317 dated 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/35/82/PF. II-SS-II]

का.आ. 2225 :—मैसर्स वाचन्दनगर् इन्डस्ट्रीज लिमिटेड, पो.वा. नं. 114, अन्नादी रोड, अन्नापुर, मद्रास-600058 (टी.एन./3469) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिधाय या प्रीमियम का सन्धाय किये बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा

स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधि से सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुमति है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3721 तारीख 11-10-82 के अनुसरण में और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 30-10-1985 से तीन वर्ष की अवधि के लिए जिसमें 29-10-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों, को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमति हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त,

अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(73)/82-पी.एफ.-2/एस.एस.-2]

S.O. 3225.—Whereas Messrs. Southern Switchgear Limited, PB No. 114, Avadi Road, Ambattur, Madras-600058 (TN/3469) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 3721 dated the 11-10-1982 subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 30-10-1985 upto and inclusive of the 29-10-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/73/82-PF. II-SS.II]

का.आ. 3226.—मैसर्स भारत इन्डस्ट्रियल वर्क्स, 61, इन्डस्ट्रियल एस्टेट पोस्ट बॉक्स नं.-29, भिलाई (एम.पी./317) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के

श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3977 तारीख 1-10-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 22-10-1986 से तीन वर्ष की अवधि के लिए जिसमें 21-10-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।



10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिकम की वशा में, उन मृत सब्सों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न वा गई होता तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदा के सन्दाय का उत्तरदायित्व निवाजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसा को उस राशि का सन्दाय तत्परता से और प्रत्येक वशा में हर प्रकार से पूरा दाव का प्राप्त एक मास के भीतर सुनिश्चित करेगा।

[च. एस-35014/171/83-पा.एफ.-2/एसएस2]

S.O. 3226.—Whereas Messrs Bharat Industrial Works, 61, Industrial Estate, Post Box No. 29, Bhilai (MP)/317) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit, Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3977 dated the 1-10-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-10-1986 upto and inclusive of the 21-10-1989.

#### SCHEDULE

1. The employer in relation to the said establishment submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available

under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/171/83-PF. II/SS-II]

का.आ. 3227.—मैसर्स भरेन्द्रा मिल्स लि., कलोल (उत्तरी गुजरात) (जी.जे. 353), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 4418 तारीख 17-11-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 3-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 2-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।



2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति को 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन, में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तर्ण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनबाब, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधिका पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने पर भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अयफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो यह छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यह यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा

में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014(228)/86-एम.एस.-2]

S.O. 3227.—Whereas Messrs The Mahendra Mills Limited, Kael (North Gujarat) (GJ/353) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4418 dated the 17th November, 1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 3rd December, 1986 upto and inclusive of the 2nd December, 1989.

#### SCHEDULE

1. The employer in relation to the said establishment submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/228/86-SS-II]

का०प्रा० 3228.—मैसर्स केमिलियन प्राइवेट लिमिटेड, जे०बी० नगर, अंधेरी, बम्बई-400059 (एम.एच./20878) और इसकी शाखाएँ जो दिल्ली, मद्रास, कलकत्ता, बंगलौर आर्ट सेक्टर, महीम, बम्बई, जिला कार्यालय (पश्चिम) दावर, बम्बई स्थित हैं और उपरोक्त कोट नं० के अधीन आती हैं। (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपवन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं।

प्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और अपने उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बम्बई की ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदाय करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17क की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन् रण, निरीक्षण प्रचारों संवाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पट्टे ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त रज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उक्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि दिये जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उक्त फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस वशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, बम्बई के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापना के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापना पट्टे अपना चुका है, अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने बिना जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि वह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके स्क्वार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं० एन-35014(236)/86/एस एन-2]

S.O. 3228.—Whereas Messrs Camlin Private Limited, J. B. Nagar, Andheri, Bombay-400059 (MH/20878) (including its branches situated at Delhi, Madras, Calcutta, Bangalore, Art Centre Mahim, Bombay, Dist. Office (West), Dadar, Bombay as these branches have been covered under the aforesaid code No. i.e. (MH/20878) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life

Insurance which are more favourable to such employees that the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said

Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(236)/86-SS-II]

कां० प्र० 3229.—मैसर्स मैटल बोक्स इन्डिया लिमिटेड, 114 बलाया मुहाली स्ट्रीट, सोदिमार पैट, मद्रास-81 (टी०एन०/196) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समझाना हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमीयम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के धन मंत्रालय की अधिसूचना सं० कां० प्र० 4077 तारीख 12-11-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में बिनिरिखित शर्तों के अधीन रहते हुए उक्त स्थापन को, 4-12-1985 से तीन वर्ष की अवधि के लिये जिसमें 3-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निरिखित करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 27 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरिखित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रस्तुत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमीयम का सन्दाय, लेखाओं का प्रस्तरण, निरीक्षण प्रचारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमीयम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा।

जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सन्धेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धेय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धेय करने में असफल रहता है, और पालिसी को ध्वयगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धेय में किए गए किसी व्यति-क्रम की वक्ता में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्धेय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का सन्धेय तत्परता से और प्रत्येक वक्ता में हर प्रकार के पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं० एस-35014(241)/82-पी.एफ.-2/एस.एस.2]

S.O. 3229.—Whereas Messrs Metal Box India Limited, 114 Elaiya Mudali Street, Tendiarpot, Madras-81, (TN/196) (herein after referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4077 dated the 12-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 4-12-1985 upto and inclusive of the 3-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment submit such returns to the Regional Provident Fund Com-

missioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/241/82-PF.-II-SS-II]

का.आ. 3230 :—मैसर्स जिन्ना को-प्रोपर्टिज लिमिटेड बिसेलपैन्ट बैंक लि., शिवापुर (एम.पी./1581) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त

अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम के सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें हड़के पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के आम मंत्रालय की अधिनियम संख्या का.आ. 4720 तारीख 29-11-83 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के समान उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजित प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखागा तथा निरीक्षण के लिए ऐसी मुद्रियाँ पदान करेगा जो केन्द्रीय सरकार समय-समय पर निरिष्ट करे।

2. नियोजक, ऐसे नियोजक पदार्थों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, रिरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उक्त मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ विस्तार संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का व्यक्तिगुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियम तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पानिशी को अवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014 (249)/83-पी.एफ.-2/एस. एस-2

S.O. 3230.—Whereas Messrs District Co-operative Land Development Bank Limited, Shivapur (MP/1581) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4720 dated the 24-11-1983 and subject to the conditions specified in the SCHEDULE annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer

of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/249/83-PF. II-SS., II]

का.आ.3201:—मैसर्स मेहता इम्पात लि., आस्फाराम हाऊस, 1 हाउसटाय मार्ग, नई दिल्ली-110001 और उस की शाखा मेहता इम्पात लि., 70-72, इन्डस्ट्रियल एरिया, रत्नाम, मध्य प्रदेश (एम.पी/3103) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों की उन फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निक्षेप सहबद्ध

बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुश्रेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 4682 तारीख 28-11-83 के अनुमरण में और इसके उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति को 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुपुस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उप-धन फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होत हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्वेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका

है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम, द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अक्षम रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यति-कृत की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक तत्वारिधियों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/289/83-पी.एफ.-2/एस.एस.-2]

S.O. 3231.—Whereas Messrs Mehta Ispat Limited, Atmaram House Tolstoy Marg, New Delhi-110001 and its Unit Mehta Ispat Limited, 70-72, Industrial Area, Raigarh, M.P. (MP 3103) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4682 dated the 28-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of

an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No.S. 35014/259/83-PF. II SS-II]

का. बा. 3232.—मैसर्स सेशासमी इन्डस्ट्रीज लिमिटेड ब्यालूर 607303, माउथ एरकोट जिला, (टी. एम./3169) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक प्रविदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के धर्म मंत्रालय की अधिसूचना संख्या का. बा. 905 तारीख 21-12-1982 के अनुसरण में और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 12-2-1986 से तीन वर्ष की अवधि के लिए जिसमें 11-2-1989 की सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।



### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक अभिव्यक्ति निधि आयुक्त, तमिलनाडु को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समन-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय प्रादि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति, और तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाव, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अभिव्यक्ति निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुपलब्ध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक अभिव्यक्ति निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक अभिव्यक्ति निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशेष अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तालुके के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिकर की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कार नाम निर्देशिनी विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(291)/82-पी. एफ.-2/एस. एस.-2]

S.O. 3232.—Whereas Messrs Sehasasayee industries Limited Vaidur-687303, South Arcot District (TN)3169 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 905 dated the 21-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with missioner, Tamil Nadu and maintain such accounts and with effect from 12-2-1986 upto and inclusive of the 11-2-1989.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said



Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/291/82-PF II-SS-II]

का. घा. 3233:—मैसर्स वालचन्दनगर इन्डस्ट्रीज लि. (जनरल आफिस) डाकघाना, वालचन्दनगर, जिला, पूर्ण। (एम. एच./9128) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिधाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम के सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं;

धतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 4268 तारीख 26-11-82 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 18-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 17-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षक प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अथवा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, जब उस संशोधन की प्रति तथा कर्मचारियों की बहुतांश की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मुख्यालय पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया गया का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में निरोधित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज क गा और उसकी शायद आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य राकम उस राकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों राकमों के अन्तर के बराबर राकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और अहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी का अपयत्न हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्पश्चात् से और प्रत्येक दशा में हट प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(320)/82-पी. एफ.-2/एस.एस.-2]

S.O. 3233.—Whereas Messrs Walchandnagar Industries Limited, (General Office) Post Office Walchandnagar, District

Pune (MH/9128) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4268 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-12-1985 upto and inclusive of the 17-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assu-

rance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/320/82-PF. II-SS-II]

का. भा. 3734. —मैसर्स बालचन्दनगर इन्डस्ट्रीज लिमिटेड, (मुद्रगावय) पोस्ट आफिम, बालचन्दनगर, जिला पूर्ण, (एम. एच./9129) (जिसे इसमें इसके पश्चात् उक्त स्थापन कह गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कह गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी पिछले दशक अधिदाय या प्रीमियम का सन्नाय किए बिना हो, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा में रूप के जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुसूच हैं जो उन्हें कर्मचारी निवेश सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कह गया है) के अधीन प्रत्यूय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिवृत्त पंख का. भा. 4269 तारीख 26-11-1982 के अनुमरण में और इससे उदावद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को, 18-12-1985 से तीस वर्ष की अवधि के लिए जिसमें 17-12-1988 की तन्मिति है, उसा स्तिर के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में विगत तारीख 1982 में आयुक्त महाराष्ट्र की ऐति विनिर्दिष्ट प्रमाणों के निरीक्षण के लिए ऐति सुनिश्चित प्रमाण करने जो केन्द्रीय सरकार समस्त गमय पर निश्चित करे।

2. नियोजक, ऐति निरीक्षण प्रमाणों का प्रत्येक मास की तारीख के 15 दिन की सीमा स्थापन करेता जा केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के अधीन (2क) के अधीन प्रवर्तन पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके सम्बन्धित लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्नाय लेखाओं का अन्तरण, निरीक्षण प्रमाणों का सन्नाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. निराजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उन्हें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की अनुमति की भाषा में उक्त मुद्र बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेता।

5. यदि कोई ऐति कर्मचारी, जो कर्मचारी भविष्य निधि का यह उक्त अधिनियम के अधीन छूट प्राप्त फिती स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेता और उनका बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्मत्त करेता।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की आवश्यकता करेता जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध

फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश्य होती जब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशित को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्देश्य करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा जोर जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्देश्य करने में असफल रहता है, और पक्षी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्देश्य में दिव्द/यए किसी बहिष्कृत की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्देश्य का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिवत वारिसों को उस राशि का सन्देश्य तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(321)/82-पी.एफ.-2/एस.एस.-1]

S.O.3234.—Whereas Messrs Walchandnagar Industries Limited, (Mudranlaya) P.O. Walchandnagar, Distt. Pune (MH/9129) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4269 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-12-1985 upto and inclusive of the 17-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already provided by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/321/82-PF. II-SS-II]

का. शा. 3235.—मैसर्स वालचन्दनगर इंडस्ट्रीज लिमिटेड (इंस्टीट्यूट) पोस्ट ऑफिस वालचन्दनगर, जिला पूणे, (एम.एच./1587) (जिसे हमें इसके पश्चात् उक्त स्थान कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भविष्य या प्रीमियम का सन्देश्य किए बिना ही,

भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. धा. 4132 तारीख 22-11-82 के अनुसरण में और इससे उपलब्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 11-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 10-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्ध्या करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत दायित्व प्रीमियम भारतीय जीवन निगम को सन्धत करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्धेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्धाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा, में उन मूल सदस्यों के नाम निर्दिष्टियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अस्तंगत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(322)/82-गे. एन.-2/एस. एम.-2]

S.O. 3235.—Whereas Messrs Walchandnagar Industries Limited, (Distillery) Post Office, Walchandnagar, District Pune (MH/1587) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4132 dated the 22-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 11-12-1985 upto and inclusive of the 10-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an

establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/322/82-PF II-SS-II]

का. घा. 3236 :—मैमर्स जनरल इन्श्योरेंस कांर्पोरेशन आफ इण्डिया, इन्डियन एसोरेन्स लिमिटेड 4थी मंजिल, चर्च गेट, बम्बई-50 (एम. एच. / 16050) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी वृषक अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहाय्य बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 4130 तारीख 12-11-1982 के अनुसरण में और इससे उपावृत्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 11-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 10-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

730 GI/86—11

### धनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि भायुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का बहूत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहु-संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्वाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वय रकम उस रकम से कम है जो कर्मचारी को उस वृषा में सन्वय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्वाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि भायुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि भायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिथ्रम की वृषा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाली किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का संवाय तत्परता से और प्रत्येक वृषा में हर प्रकार से पूर्ण धावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(314)/82/पी. एफ. 2/एस. एस. 2]

S.O. 3236.—Whereas Messrs General Insurance Corporation of India Industrial Assurance Building, 4th Floor Churchgate, Bombay (MH/16050) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4138 dated the 22-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 11-12-1985 upto and inclusive of the 10-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/324/82-PP II-SS-II]

का. आ. 3237 -----मैसर्स हिंदी प्राइवेट लिमिटेड, 771 ततवालेकर मार्ग, महिम, बम्बई-16 (एम. एच./1335) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रवीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का समाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्तन शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 4129 तारीख 22-11-1982 के अनुसरण में और इससे उपावृद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 11-12-1985 से तीन वर्ष की अवधि के लिए जिसमें 10-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगी जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तर्गण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाध, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्तुष्ट करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इतना स्कीम के अधीन सम्बन्धित रकम उस रकम से कम है जो कर्मचारी को उस दशा में सम्बन्धित होती अब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अक्षम रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राजि के हकदार नामनिर्देशितों/विधिक वारिसों को उन राजि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर युक्तिपूर्व करेगा

[संख्या एस.-35014(327)/82-पी. एक.-2/एस. एस.-2]

S.O. 3237.—Whereas Messrs Hico Products Limited, 771, Satavalekar Marg, Mahaim, Bombay (MH/1535) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the

Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4129 dated the 22-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 11-12-1985 upto and inclusive of the 10-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.



12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/327/82-PF II-SS-II]

का. आ. 3238—मैसर्स वालचन्दनगर इन्डस्ट्रीज लिमिटेड, (मोटर ट्रांसपोर्ट) पोस्ट ऑफिस वालचन्दनगर जिला पुणे, (एम. एच. 9124) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्य हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के आम मंत्रालय का अधिसूचना संख्या का. आ. 30 तारीख 6-12-1982 के अनुसरण में और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 1-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 31-12-1986 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजेंगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध अवसरों में समुचित रूप से सूचित की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध

फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत/वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिरिक्त की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिवत वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(349)/82-पी. एफ.-2/एस. एस.-2]

S.O. 3238.—Whereas, Messrs Walchandnagar Industries Limited, (Motor Transport) Post Office, Walchandnagar, District Pune, (MH/9124) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 30 dated the 6-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-1-1986 upto and inclusive of the 31-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and



provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Schedule are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/349/82-PF-II-SS-II]

का. घा. 3239.—मैसर्स बालचन्दनगर इन्डस्ट्रीज लिमिटेड (सिबिल एण्ड ट्रामसाईन) पोस्ट आफिस बालचन्दनगर, जिला पूणे, (एस.एन. / 9122) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952

(1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी उक्त निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रीर भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का. आ. 316 तारीख 16-11-1982 के अनुसरण में श्रीर इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापना को, 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

#### अनुसूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि की है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्टे पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस वृषा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारि/नामनिर्देशित को प्रतिरकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक प्रविश्य निधि आयुक्त महाराष्ट्र के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक प्रविश्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अपना व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, प्रधीन नहीं रह जाते हैं, या इस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भयंसीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के प्रस्तावत होने वाले फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमा कृत राशि के हकदार नामनिर्देशित / विधिक वारिसों को उस राशि का सन्दाय क्षमता से और प्रत्येक दशा में हुर प्रकार से पूर्ण बाबे की भांति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस 35014 (350) / 82 पी. एच 2 / एन एस-2]

S.O. 3239.—Whereas Messrs Walchandnagar Industries Limited, (Civil and Tramline) Post Office Walchandnagar, District-Pune (MH/9122) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance of the Life Insurance Corporation of India in the nature of Life Insurance with are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour S.O. 316 dated the 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer

of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employees, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/350/82-PF II-SS-II]

नई दिल्ली, 3 सितम्बर, 1986

का. घा. 3240.—केंद्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी प्रविश्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किए जाने चाहिए:

1. मैसर्स आगा बाद रूप सपोटे प्रोप्राय (इण्डिया), टी 1 विरम आश्रम रोड अहमदाबाद और इसकी बोराल (अनामद) छोटीला (सुरेन्द्र नगर) नदरंग (महोब) स्थित शाखाएं
2. मैसर्स प्रोफिंसिएंट इन्फ्रिनियरिंग मटेरिअल, मयबादा, पोस्ट बाफिस इन्फ्रोनोदास बोसीध जिला कायरा
3. मैसर्स प्रकाश कलकत नार्थ मैहता, ब्रह्मन कालिया हिल बरलेरा जिला मुजफ्फर (मुजफ्फर)

4. मेसर्स जिव कल्याणकान, 41 जपोन पार्क सोसाइटी, गोरवा बड़ीवा (गुजरात)
5. मेसर्स पाथर इन्फ्रस्ट्रक्चर्स 22 बी, महेश्वरजी सोसाइटी, अपो. ए. रेलवे केबिन, बड़वा बड़ीवा
6. मेसर्स भावनगर नागरिक सहकारी बैंक लि. आसिया साला, भावनगर
7. मेसर्स बंधजी भाई इमारिका दाम पटेल एण्ड कम्पनी, नियर बिखोदरा चौकादी साल आनन्द जिला कायरा
8. मेसर्स बीपक आटो सर्विसिज, प्रीतम नगर, पालवी, अहमदाबाद
9. मेसर्स तारा पेन्डम एण्ड कैमिकल्स 'सी-91/20 जी.आई.डी.सी. इन्डस्ट्रियल स्टेट बलवा जिला अहमदाबाद
10. मेसर्स एस.एस. विजनेस एन्टरप्राइज, 5 सुक्लाम स्टेट, नारोल ईशानपुर हाईवे, धनमपुर-43 (अहमदाबाद)
11. मेसर्स नान्योपल पलज मिल अर्जोडिड मालापुरा पो. बा. नं. 59, नावियाद (गुजरात)
12. मेसर्स गायत्री बिजनेस एण्ड इन्जिनियर्स, 3, नूतन अपार्टमेंट्स अम्बाबादी अहमदाबाद
13. मेसर्स हेमा कम रोल्स एंजेन्सी, 691/2 रोड रोड, रेलवे कुरा, अहमदाबाद और इसकी सम्बंधित स्थित शाखा
14. मेसर्स गांधी नेबर इन्स्टीट्यूट, धाम तेज रोड, अहमदाबाद
15. मेसर्स कस्तम मिल एण्ड इन्डस्ट्रीज इन्सलाइज कोरेटिव जेडिड सोसाइटी लिमिटेड, दुधेश्वर रोड, अहमदाबाद
16. मेसर्स हाजी इन्सपेक्ट, नाना टायलाद, बुलसर, जिला बुलसर
17. मेसर्स जयन्त फार्म, छटा मिल नान्योपल तालुका, भाज जिला कायरा (गुजरात)
18. मेसर्स गिनोल (इण्डिया), 662/15 हरियास अर्जोडिड मार्किट, कपासिया बाजार, अहमदाबाद-2 और इसकी 308, गीन हाऊस, ग्रीन स्ट्रीट कोर्ट सम्बंधित-1 स्थित शाखा
19. मेसर्स मेहता मनीनरी मैयूकैबल प्राइवेट लिमिटेड, 123/डी.जी.आई.डी.सी. इन्डस्ट्रियल स्टेट, चात्वा, अहमदाबाद-45
20. मेसर्स किशन एन्टरप्राइजिज, महादेव नगर, जिला बुलसर, (गुजरात)
21. मेसर्स रमन भाई छोटा पटेल सोखवा, जिला बड़वा (गुजरात)
22. मेसर्स अपेक्स प्लास्टिक्स इन्डस्ट्रियल कारपोरेशन बकालासी, गगोल, नावियाद, जिला कायरा
23. मेसर्स हरी ओहम डेरी डेरी, पाली पो. आ. सुबासिया, तालुका, धामरा, जिला कायरा (गुजरात)
24. मेसर्स नूरानी टैक्सटाइल्स, बारानीपुरी, भागोड, सूरत
25. मेसर्स रीवा पोलीमर प्रोडक्ट्स प्राइवेट लिमिटेड, 22 जी.आई.डी.सी., मणपुरा, बड़वा
26. मेसर्स प्रभुदाम भावर भाई देसाई, देसाई बागा, नियर शम्भूजी टेम्पल, नावियाद, जिला कायरा (गुजरात)
27. मेसर्स विजय कुमार एण्ड ब्रादर्स, अहमदाबाद गिनिंग एण्ड प्रेसिंग कम्पाऊंड, नारीवा रोड, अहमदाबाद
28. मेसर्स एम. के. इन्डस्ट्रिज, 19, हितेन्द्र नगर आधोगिक बसाहत नियर गुजरात एप्रो, सरदार नगर-40, जिला अहमदाबाद
29. मेसर्स डी कैम्बे इन्वेस्टमेंट कारपोरेशन लिमिटेड, अजस्ता कामशियल सेक्टर, बी ब्लाक, दूसरी मंजिल, कम निं. 1, अपोजिट सी. यू. कालिज आश्रम रोड, अहमदाबाद और इसकी : (1) आमनगर, (2) कलकत्ता स्थित शाखाएं
30. मेसर्स स्टोवक सक्तीन इण्डिया लिमिटेड, एन. आई. डी. सी. शाखा पोस्ट नरौल, जिला अहमदाबाद और इसका सम्बंधित 23 स्थित कार्यालय

31. मेसर्स फिशोर पी. मट्ट, 2/5, बिस्नु निवास, डिनेद्व गूलवा टैकवा, अहमदाबाद-16
32. मेसर्स मोहन मन्मोहिनी गार्डन, अपो. नूतन पोल रायपुर बकाला, अहमदाबाद और इसका 6 जवाहर सोसाइटी बखान सिटी, जिला सुरेन्द्र नगर स्थित शाखा कार्यालय
33. मेसर्स बिहार भाई इया भाई पटेल, बावल तालुका, बोरमा, जिला कायरा
34. मेसर्स फयुन फरनेज मैन्युफैक्चरिंग, बड़वा कोरेटिव इन्डस्ट्रियल स्टेट, छापी रोड, बड़वा
35. मेसर्स डी जी कैमिक्ल इन्डस्ट्रीज, सी 1, 91/7 जी.आई.डी.सी. स्टेट, फौज-1 बलवा, अहमदाबाद
36. मेसर्स परकैड सप्लायरटी सर्विसिज, 240 सर्वोदय सोविय सेक्टर, सैफिड फलीर, रिलिड रोड, अहमदाबाद और इसका जगतापुर अहमदाबाद स्थित कार्यालय
37. मेसर्स पोयनीयर प्रिन्टर्स, प्रताप रोड, बड़वा (गुजरात)
38. मेसर्स जोगी भाई बगवा भाई मल्लाना, बिहल पलेरा स्कूल, अर्जोडिड आमन्य बालोनी, परनेरा, जिला बुलसर
39. मेसर्स रायराज हुबेली इन्जिनियरिंग प्राइवेट लिमिटेड, 601-602, जी. आई. डी. सी. मणपुरा, इन्डस्ट्रियल ऐरिया, बड़वा-10
40. मेसर्स जाम्नी कल्याणकान कम्पनी, मास्टर स्ट्रीट, पोस्ट बाकिा तीसल, तालुका, बलसाद
41. मेसर्स भाजीव एंजोडिड पोस्ट चादेली, बाबा बलसाद (गुजरात)
42. मेसर्स जीवनलाल एण्ड ब्रदर्स, काथिया बड़वा बाल, अपोजिट पोस्ट बाकिा अतुल, जिला बलसाद
44. मेसर्स अपूर्व एसोसिएट्स बन्धु भाई जी बाल, पोखरी फार्म रोड, पो. आ. पारनेरा, जिला बलसाद
45. मेसर्स जै सिद्ध भाई मोती भाई, प्रमार, बिहल पलेरा स्कूल अपो. आनन्द बालोनी, परनेरा, जिला बलसाद
46. मेसर्स एकीक कैरियर्स एसियम, मुसाम नैगनस हाइवे न. 8, नियर रिक्सा, चानयाई, तालुका बलसाद (गुजरात)
47. मेसर्स माकन जी भाना भाई पटेल, ब्रह्मण फलिया पोस्ट पारनेरा, बाया बलसाद, जिला बलसाद
48. मेसर्स कैसिट सर्विस सेक्टर, अनित सम्बंधित अपोजिट, दोन भाई टावर, बाल बलजा, अहमदाबाद

अतः केन्द्रीय सरकार उक्त नियम को धारा 1, की उपधारा (4) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[एस 35019(165)/86 एस एच 2]

New Delhi, the 3rd September, 1986

S.O. 3240.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous provisions Act, 1952 (19 of 1952), should be applicable to their respective establishments, namely :—

1. M/s. Agazkhan Rural Support Programme (India), T. I. Vikram Ashram Road, Ahmedabad, and its three branches at Veraval (Junagadh), Chotila (Surendra Nagar) and Netrang (Bharuch).
2. M/s. Proficient Engineers Martu Sadan, Bhattawada P.O. Anklaiv Tal Borsad, District Kaira.
3. M/s. Prakash Dalpatbhai Mehta, Brahman Falta Hill, Patneral, District Bulsar.

4. M/s. Shiva Construction, 41, Jasol Park Society, Gorwa, Baroda.
5. M/s. Power Erectors, 22-D, Maheshwari Society, opposite, A Railway Cabine Bajawa, Baroda.
6. M/s. Bhavnagar Nagrik Sahakari Bank Limited, 14, Ganga Jalia Talav, Bhavnagar.
7. M/s. Veghji Bhai Dwarkadas Patel and Co. Near Chokadi Tal Anand, District Kaira.
8. M/s. Deepak Auto Services, Pritamnagar, Paldi, Ahmedabad.
9. M/s. Tara Paints and Chemicals, C-91/20, G.I.D.C., Industrial Estate, Vatva, District Ahmedabad.
10. M/s. S. S. Business Enterprise, 5, Sufiam Estate, Naroc Isanpur Highway Isanpur-43 (Ahmedabad).
11. M/s. Bhagyodaya Pulse Mill, opposite Malapura, P.B. No. 59, Nadiad.
12. M/s. Gayatri Builders and Engineers, 3, Poonam Appartment, Ambawadi, Ahmedabad.
13. M/s. Hema-Chem Sales Agency, 691/2 Reid Road Railway Pura Post Ahmedabad-2, including its Branch at 501, Embassy Centre, Nariman Point, Bombay-1.
14. M/s. Gandhi Labour Institute, Thaltej Road, Ahmedabad.
15. M/s. Rustam Mills and Industries Employees' Co-operative Credit Society Limited, Dudheswar Road, Ahmedabad.
16. M/s. Haji Transport, Nana Taiwad, Bulsar, District, Bulsar.
17. M/s. Pinol (India), 662/15, Haridas Achartlal Market, Kapasi Bazar, Ahmedabad-2, including its Branch at 308, Green House, Green Street Fort, Bombay-1.
18. M/s. Jayant Farm, 6th Mile, at Sandhana Tal Matar, Dist. Kaira (Gujarat).
19. M/s. Mehta Machinery Manufacturers Private Limited, 123/D G.I.D.C., Industrial Estate, Vatva, Ahmedabad-45.
20. M/s. Kisan Enterprise, Mahadev Nagar, Dist. Billimora (Gujarat).
21. M/s. Ramanbhai Chhotabhai Patel at Sokhada, District Baroda.
22. M/s. Apex Plastics Industrial Corporation, Chaklasi Bhogol, Nadiad, Dist. Kaira.
23. M/s. Hari Ohm Quarry Works Pali, P.O. Sevaliam Tal. Thasra, Dist. Kaira (Gujarat).
24. M/s. Noorani Textile, Baranipuri Bhagor, Surat.
25. M/s. Reva Polymer Products Private Limited, 22, G.I.D.C., Makarpura, Baroda.
26. M/s. Prabhudas Bhaverbhai Desai, Desai Vaga, Near Ranobhodji Temple at Nadiad, Dist. Kaira (Gujarat).
27. M/s. Vijay Kumar & Bros., Ahmedabad, Ginning & Pressing Compound, Baroda Road, Ahmedabad.
28. M/s. S. K. Industries, 19 Hitendra Nagar Audogik Vasahat, Near Gujarat Agro, Sardar Nagar-40, Dist. Ahmedabad.
29. M/s. The Cambay Investment Corporation Limited, Ajanta Commercial Centre, 'B' Block, 2nd Floor, Room No. 1, Opp. C. U. Shah College, Ashram Road, Ahmedabad, including its Branches at Jamnagar and Calcutta-7.
30. M/s. Stovec Screens India Limited, N. I. D. C. Lambha, Post Narol, Dist Ahmedabad, including its registered Office at Bombay-23.
31. M/s. Kishore P. Bhatt, 2/5, Vishnunivas Flats, Gulabi Tekra, Ahmedabad-15.
32. M/s. Noble Security Gurada, Opposite Bauvas Pole, Rajpur Chakla, Ahmedabad, including branch

Office at 6, Jadeshwar Society Wadhwan City, Distt. Surendranagar.

33. M/s. Becharbhai Dahyabhai Patel, Davol Tal, Borsad, Dist. Kaira.
34. M/s. Fuel Furnaces Manufacturers, Baroda Co-operative Industrial Estate, Chhani Road, Baroda.
35. M/s. Shrijee Chemical Industries, C-1/91/7, G.I.D.C., Estate, Ph-I, Vatva, Ahmedabad.
36. M/s. Perfect Security Services, 240, Sarvodaya Shopping Centre, 2nd Floor, Relief Road, Ahmedabad, including its Office at 18, Hastinapur Society, Jagatpur, Ahmedabad.
37. M/s. Pioneer Printers, Mrudula Sadon Pratap Road, Baroda.
38. M/s. Khimibhai Chhanabhai Makwana, behind Parnera School opp. Anand Colony, Parnera Dist.
39. M/s. Rashron Heavy Engineering Private Limited, 601, 602, G.I.D.C. Makarpura, Industrial Area, Baroda-18.
40. M/s. Shanti Construction Company, Master Street, P.O. Tithal, Taluka Valsad.
41. M/s. Ashis Associates, Post Bhadeli Via Valsad.
42. M/s. "Rafiku Shaikh" L Colony, Room No. 32, P.O. Atul, Dist. Valsad.
43. M/s. Jivan Lal & brothers, Kathiawadi Chawl, opp. Post Office Atul, Dist. Valsad.
44. M/s. Apura Associates, Chandubhai's Chawl, Poultry Farm Road, P.O. Parnera, District Valsad.
45. M/s. Jesingbhai Motibhai Parmer, behind Prarana School, opp. Anand Colony, Parnera, Dist. Valsad.
46. M/s. Akik Carriers, Aasiash, Mucam N. H. No. 8, Near River Par, Chanvai, Tal. Valsad (Gujarat).
47. M/s. Makanji Bhanabhai Patel, Brahmin Falla, at Post Parnera, Via Valsad, Dist. Valsad.
48. M/s. Facit Service Centre, Amit Chambers, Opp. Dinbai Tower, Lal Darwaja, Ahmedabad.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Govt. hereby applies the provisions of the said Act to the above mentioned establishments.

[No. S-35019(165)/86-SS-III]

का. आ. 3241.—वैगर्ग-मियरले (इन्डिया) लि., रेली हाऊस, 21-जी-1, सुखाबाना मार्ग, बम्बई-400001 (एम. एन./7588) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिधाय या प्रीमियम का सन्धाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सान्द्रिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे तेरे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप महसुल बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिरूचना संख्या का. आ. 3343 तारीख 28-8-1982 के अनुसरण में और इसके उपायक अनुसूची में विनिर्दिष्ट शर्तों के अधीन दृष्टे हुए उक्त स्थापन को, 18-9-1985 से तीन वर्ष की अवधि के लिए, जिसमें 17-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त मन्त्रालय के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा जो निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (अ) के खंड (क) के अर्हत समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है। शीने वाले सभी व्ययों का वजन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा पुरा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या में भाषा में उसकी मुख्य बातों का अनुबाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरतब दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में, समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अर्हत अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नामनिर्देशिती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवत वारिसों की जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हृदयक नामनिर्देशिती/विधिवत वारिसों को उक्त राशि का सन्दाय सत्वरता से और प्रत्येक राशि में हर प्रकार से पूर्व धाये को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/158/82/पी. एक-2/एम एस-2]

S.O. 3241.—Whereas Messrs Searle (India) Limited, Ralli House, 21-D, Sulhadvala Marg, Bombay-400001 (MH/7588) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act in Continuation of the notification of the Government of India in the Ministry of Labour, S. O. 3343 dated the 28-8-1982 and subject to the conditions specified in the SCHEDULE annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-9-1985 upto and inclusive of the 17-9-1988.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said

Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. Within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35015/158/82-PF. II-SS.II]

का.पा. 3242.—मैसर्स खण्डेलवाल फेरो अलॉयस लि., पोस्ट आफिस खण्डेलवाल नगर, जिला नागपुर (एम.एच./8658) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपवर्ग अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी विशेष सहवर्द्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. पा. 38 तारीख 9-12-1982 के अनुसरण में और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 1.1.1986 से तीन वर्ष की अवधि के लिए जिसमें 31-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-2 पर निश्चित करे।

2. नियोजक ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की

धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त वर्ज करेगा और उसकी वाञ्छित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से धुड़ की जाने का व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदों उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तयुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियम तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्दाय तत्पश्चात् और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/284/82/पी.एफ.-2/एस.एस.-2]

S.O. 3242.—Whereas Messrs Khandelwal Ferro Alloys Limited, P. O., Khandelwal Nagar, District-Nagpur-441402 (MH/8658) (hereinafter referred to as the said establishment)

have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in Continuation of the notification of the Government of India in the Ministry of Labour, S.O. 38 dated the 9-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-1-1986 upto and inclusive of the 31-12-1988.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under the Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/284/82-PF. II-SS.II]

का. घा. 3243.—मैसर्स-महाराष्ट्रा स्कूटर्स लि. सी-1, एम. आई. डी. सी. एरिया, सतारा-418003 (एम. एच/18365) (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट लिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निश्चय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 736-तारीख 17-12-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 29-1-1986 से तीन वर्षों का अवधि के लिए जिसमें 28-1-1989 को सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक गवेष्य निधि आयुक्त महाराष्ट्रा को ऐसा विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का

पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्तुष्ट करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्देश्य करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्रा के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्देश्य करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्देश्य में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जा यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्देश्य का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हफ्तवार नामनिर्देशितियों/विधिवक वारिसों को उस राशि का सन्देश्य तत्पश्चात् से प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/359/82/पी. एफ-2/एस एस-2]

S.O. 3243.—Whereas Messrs Maharashtra Scooters Limited, G-Z, MIDC Area, Satara-415003 (MH/18365) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India

in the Ministry of Labour, S.O. 736 dated the 17-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 29-1-1986 upto and inclusive of the 28-1-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal



heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/359/82-PF. II-SS.II]

नं. अ. 3244.—भारतःलेप्रोसी मिशन, 5 अमरिता मेरगिल मार्ग, नई देहली-110009 (डी. एल./3563) जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 14) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आग्रह किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों की उक्त फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निवेश सामूहिक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुश्रेय है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के राम मंत्रालय की अधिसूचना नं. 614, तारीख 13-12-1982 का अनुसरण में और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापना को, 22-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 21-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापना के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त देखरी का ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारी को प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पक्षे ही सदस्य है, उसके स्थापना में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी का उन दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकूल रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त देखरी के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेगा तो समाप्त हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रदान करेगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों का सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितियों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण धावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[(संख्या एस-35014/364/82/पी एफ 2-एस एस 2)]

S.O. 3244.—Whereas Messrs LLeoprosy Mission, 5, Amrita Shergill Marg, New Delhi-110009 (DL/3569) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 614 dated the 13-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 22-1-1986 upto and inclusive of the 21-1-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/364/82-PF-II-SS II]

का.आ. 3245—मैसर्स बी एम एम एडिटेड रिजर्व कम्पनी लि., खलारी मिमेंट वर्क्स, गोमट आफिस—खलारी, जिना रांची (बिहार) (बीआर.16) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विधे जाने के लिये आवेदन किया है।

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का सन्दाय विधे बिना हो, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रीर भारत सरकार के श्रम मंत्रालय की अधिमूर्चना संख्या का.आ. 846, तारीख 21-1-1983 के अनुसरण में श्रीर इसमें उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 5-2-1986 से तीन वर्ष की अवधि के लिये जिसमें 4-2-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बिहार की ऐसी विवरणियां भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाये प्रदान करेगा जो केन्द्रिय सरकार समय-समय पर निरूपित करे।

2. नियोजक, ऐसे निरीक्षण प्रणाली का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निरूपित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रणाली का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रिय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुद्रा बाणियों का अनुवाद, स्थापना के मूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम तुरन्त रद्द करेगा और उक्तों बायत आद्यतन प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि का जा का व्यवस्था करेगा बिना कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे का फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन सन्दाय रकम उक्त स्कीम से कम है या कर्मचारी की उम्र वया में लम्बे हों तो जब वह उक्त स्कीम में अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/निामनिर्देशितों को प्रतिवार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त बिहार के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त,

अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशुवत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने से वह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का भुगतान करने से इनकार करता है, और पालिसी का व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के भुगतान में किए गए किसी अतिरिक्त की वशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिवक वारिसों को जो यदि यह, छूट न हो गई होती तो उस स्कीम के अन्तर्गत होने। बीमा फायदों के भुगतान का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होकर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिवक वारिसों को उस राशि का भुगतान करवाने में और प्रत्येक दशा में हर प्रकार से पूर्ण बाधों को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/481/82-पो.एफ.-II/एम एस-2]

S.O. 3245.—Whereas Messrs The Associated Cement Company Limited, Khilari Cement Works, P.O. Khilari, District Ranchi (Bihar) (BR/16) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 846 dated 21-1-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 5-2-1986 upto and inclusive of the 4-2-1989.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bihar and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and

when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange, to enhance the benefits available to the employees under the Group Insurance Scheme, appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Bihar and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claims complete in all respects.

[No. S. 35014/481/82-PF-II-SS.II]

नई दिल्ली, 4 मितम्बर, 1986

का. प्रा 3246.—जैसमे-कैमलियत प्राइवेट लि. जे. बी. नगर, अंधेरी बम्बई (एम. एच./1109) और इसकी दिल्ली, मद्रास, कनकता, बंगलौर, और हैदराबाद स्थित शाखाएं जो कि केन्द्रीय रूप से बम्बई में कोड नं. (एम. एच./1109) के अधीन आती है (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी श्रमिक विधि और प्रकीर्ण उप-व्यय अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी दृष्टिक प्रविष्टाय या प्रीमियम का भुगतान किये बिना ही, भारतीय जीवन बीमा निगम की समूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुभूत हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

धन: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, बम्बई को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर विनिर्दिष्ट करे।
2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संवाह करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर विनिर्दिष्ट करे।
3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाह, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संवाह प्रावि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य भाषाओं का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।
5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुफ्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवह करेगा।
6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनु-मेय हैं।
7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन संदेय रकम उस स्कीम से कम है जो कर्मचारी की उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाह करेगा।
8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, बम्बई के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े की संभावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का प्रतिकूल प्रभाव देगा।
9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अन्तरा चला है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।
10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाह करने में अक्षम

रहता है और पालिसी को अक्षम हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाह में किये गये किसी व्यतिक्रम की वृत्ति में उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संवाह का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इन स्कीम के अधीन प्राप्त वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाह सदस्यता से और प्रवर्तन वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[एल.-35014 (230)/86-एस एस-2]

New Delhi, the 4th September, 1986

S.O. 3246.—Whereas Messrs Camlin Private Limited, J. B. Nagar, Andheri, Bombay-400059 MH/1109; including its branches at Delhi, Madras, Calcutta, Bangalore and Hyderabad, which are covered Centrally at Bombay under Code No. (MH/1109) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 1 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Bombay and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.
3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the em-

S.O. 3248.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,

1. M/s. Ambec Diagnostics Private Limited, 1364/65 Haveli Jugal Kishore, Chandni Chowk, Delhi-6.
2. M/s. Bombay Offset Press, 6-F, Jhandewalan, Rani Jhansi Road, New Delhi-55.
3. M/s. Trend Setters B-57, Mayapuri Industrial Area, Phase-1, New Delhi-64.
4. M/s. Vikrant Tower Maintenance Company, 4 Rajindia Place, Vikrant Tower, New Delhi-8.
5. M/s. Vikram Tower Maintenance Group Ground Floor, 16 Rajindia Place, Pusa Road, New Delhi-5.
6. M/s. Seagull Pharma (Private) Limited, C-10, Shopping Centre, Industrial Area, Lawrance Road, New Delhi, including its Office at C-8, Community Centre, Lawrance Road, Delhi-35.
7. M/s. Pearl Drinks Private Limited, B-42, Lawrance Road, Delhi-35.
8. M/s. Mega Overseas (Private) Limited, 40, Netaji Subhash Marg, Darya Ganj, New Delhi-2.
9. M/s. Godhwanis Skin Company, 4914, Phoota Road, Sadar Bazar, Delhi-6.
10. M/s. Chhatwal Sons, 147-148, Chandni Chowk, Delhi-6.
11. M/s. Radicura and Company, 6, M. J. Building, Bhagatath Place Chandni Chowk, Delhi-6.
12. M/s. Jay Wood Works, 471, Circular Road, Shahdra, Delhi-32.
13. M/s. Floor and Furnishing, 2213, Gurudwara Road, Karol Bagh, New Delhi-5.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S. 35019(164)]86-SS-III

का.आ. 3249.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्न-लिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिए :—

1. मैसर्स के. श्री इन्जिनियरिंग एन्टर प्राइजिज एफ-8 आई बी ए, नाबाराम हैदराबाद-501507
2. मैसर्स यमुना सी फूड्स (प्राइवेट) लिमिटेड, 7-22-22 प्लाट-37 किरलाम पुरी से आउट, विशाखापट्टनम-530023 और इसका नई दिल्ली स्थित रजिस्टर्ड कार्यालय
3. मैसर्स बी.बी.सी. कैम्पेक्स प्राइवेट लिमिटेड, 8-3-10-17, श्रीनगर काकोली हैदराबाद-500873 और इसकी ए-4 यूनिट, इन्डस्ट्रियल स्टेट विशाखापट्टनम-530007 (आ.प्र.)
4. मैसर्स राजशील 3-6-17-8, हिमालय नगर, हैदराबाद
5. मैसर्स श्री कनिका शिपिंग पेंटींग क्लिमिंग पेंटीवारणा समक्षेया संगम, बेगलाये पेड़ा विशाखापट्टनम-530001
6. मैसर्स भारत प्रोडक्ट्स 5-6-256 एन्यू अगापुरा हैदराबाद
7. मैसर्स गुप्तानक टेक्निकल कम्पनी 64-8-40/3, आर. के. पुरम (पोस्ट आफिस) विशाखापट्टनम-530011
8. मैसर्स श्री राम एण्ड कम्पनी 6-16-12 बी ईस्ट पोइन्ट काकोली बिजाग-3
9. मैसर्स इलीश समकेशमा सोमाइटी, गान्धीग्राम, विशाखापट्टनम-5
10. मैसर्स ओ.एच.एम. श्री गार्ड कन्सल्टेशन, 57, 29-4, इन्डस्ट्रियल स्टेट, 104 एरिया, विशाखापट्टनम-7
11. मैसर्स एन रामामूर्ती एण्ड कम्पनी, समीप टेलीग्राफ कार्यालय, गान्धीबाग, विशाखापट्टनम-530026

12. मैसर्स एन.एस.एल. एनएस इम्प्लाइज सन्स वैनपेयरे, मेवा संगम विशाखापट्टनम-530001
13. मैसर्स युवका सोमाइटी, गान्धी ग्राम, विशाखापट्टनम-5
14. मैसर्स हिन्दुस्तान शिपयार्ड इन्सुलेशन कन्ट्रिबुट वकर्स म्यूचुअल ऐंड सोसाइटी, रामनगर, विशाखापट्टनम-530011
15. मैसर्स आन्ध्र प्रदेश साईन्स सेंटर जवाहरबाल भवन पब्लिक गाइड हैदराबाद-500004 और इसकी अफजलगंज, हैदराबाद-12 स्थित शाखा
16. मैसर्स मनराज इन्जिनियरिंग इन्स्टीट्यूट, बी-11, इन्डस्ट्रियल स्टेट विशाखापट्टनम-7
17. मैसर्स श्री लक्ष्मी ऐजेन्सीज 1-8-449ए.पी. रोड, मिकन्दराबाद
18. मैसर्स वनल फूड्स हाउस नं. 10-4-38/सी हुमायू नगर हैदराबाद
19. मैसर्स श्री नवकला, मचलीपट्टनम, कृष्णा, कच्छा, आन्ध्र प्रदेश
20. मैसर्स श्री बेन्कटारामा कृष्णा राइस दाल एण्ड, ग्राउन्डनट आयल मिल, मचौरहा, चयाम कच्छा (आन्ध्र प्रदेश)
21. मैसर्स शारदा रोडवेज 33-5-51 श्री सोताराम पुनम बिजयवाड़ा-520004 (आन्ध्र प्रदेश)
22. मैसर्स श्री निथामा एण्ड इन्स्टीट्यूट एण्ड इगत प्राइवेट लिमिटेड, पोस्ट आफिस आश्वरदीगुडम मजुधी, तालुक कृष्णा कच्छा (आन्ध्र प्रदेश)
23. मैसर्स भारत स्टील फेब्रिकेशन वकर्स बी.-15 इन्डस्ट्रियल स्टेट, बिजाग-7
24. मैसर्स ए.शेखर बापू, कन्ट्रिबुटर, 131 एम. आई.सी. आई. आई. ए. गुल्तापालम बी.एम.पी.
25. मैसर्स साधिलया अन्तर्य इन्स्टीट्यूट बी-0 एण्ड 0 आटोनगर, विशाखापट्टनम-12
26. मैसर्स माई कांटीर बेस्कुम मिस्टम प्राइवेट लिमिटेड 6-4-43, मोलकपूर, कावदीगुवा रोड, मिकन्दराबाद-500380
27. मैसर्स जय एजेन्सी (सटकारस) प्लाट नं. 20, 1 क्राम रोड जवाहर आटो नगर, बिजयवाड़ा-520007
28. मैसर्स होटल मनोहरा, गान्धी नगर बिजयवाड़ा-3 (आन्ध्र प्रदेश)
29. मैसर्स श्री गंगा आयल कम्पनी गुदीवाड़ा, कृष्णा कच्छा (आन्ध्र प्रदेश)
30. मैसर्स इन्जिनियर्स गिल्ड शीट नं. 5, एण्ड बी 6, क्वाक बी इन्स्टीट्यूट गल स्टेट, आटोनगर बिजाग-12
31. मैसर्स बी.बी. एस. शुगरस एम्प्लोइज को-ऑपरेटिव स्टोर्स लिमिटेड, चांगलु-534342 बौबूर कालुक वेस्ट गोवाबरी, कच्छा-1
32. मैसर्स गोरा फार्मिटीकल एण्ड कैमोक्स, 6-1-12A एण्ड 127 पदमराज नगर मिकन्दराबाद-500025
33. मैसर्स ए.पी. फिशरीस कारपोरेशन (प्राइवेट) लिमिटेड, 8-4-9 गान्धीनगर, काकोली-533004 और इसकी रजिस्टर्ड कार्यालय काकोलीबा, रोजनन आफिस हैदराबाद और राज्य के दूसरे स्थानों में स्थित शाखाएं

अतः केन्द्रीय सरकार उक्त धारा नियम का धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थानों को लागू करती है।

[एस-35019(166)]/86-एस एस-2]

3249.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should

be made applicable to their respective establishments namely :—

1. M/s. Kay Vee Engineering Enterprises, F-8, IDA, Nacharam, Hyderabad-501507.
2. M/s. Yamuna Sea Foods (Private) Ltd., 7-22-22 Plot No. 37, Kirlampudi Layout Visakhapatnam-530023 including its registered Office at New Delhi.
3. M/s. V. C. Chemicals Pvt. Ltd., 8-3-1047, Sreenagar Colony Hyderabad-500873 including its branch at Visakhapatnam-530007.
4. M/s. Rajsheel 3-6-478, Himayathnagar, Hyderabad.
5. M/s. Sri Kanaka Shipping Painting Clearing Panivala Samkhema Sangham, Chengrao Peta Visakhapatnam-530001.
6. M/s. Bharat Products, 5-6-256/A, New Agapura, Hyderabad.
7. M/s. Gurunank Technical Company 64-8-40/3 R. K. Puram, Malkapuram (P. O.) Visakhapatnam-530011.
8. M/s. Sri Ram & Company 6-16-12B, East Point Colony, Vizag-3.
9. M/s. Dalith Samkhema Society, Gandhigram, Visakhapatnam-5.
10. M/s. BHM Sri Sai Construction, 57-29-4, Industrial Estate, 104 area, Visakhapatnam.
11. M/s. N. Ramamurthy & Company, Near Telegraph Office, Gajuvaka, Visakhapatnam-530026 (Andhra Pradesh).
12. M/s. H. S. L. Ex-Employees Sons Welfare Seva Sangham, Visakhapatnam-530001.
13. M/s. Yuvatha Society, Gandhigram, Visakhapatnam-5.
14. M/s. Hindustan Shipyard Insulation Contract Workers Mutual Aid Society, Ramnagar, Visakhapatnam-530011.
15. M/s. A. P. Science Centre, Jawahar Bal Bhawan, Public Garden Hyderabad-500004 including its branch at Afzalgunj, Hyderabad-2.
16. M/s. Sunrise Engineering Industries, B-11, Industrial Estate, Visakhapatnam-7.
17. M/s. Sri Laxmi Agencies, 1-8-449, S. P. Road, Secunderabad.
18. M/s. Deccan Foods, II, No. 10-4-38/C, Humayun Nagar, Hyderabad.
19. M/s. Sri Navakala Machilipatnam Krishna Dist. Andhra Pradesh.
20. M/s. Sri Venkataranga Krishna Rice, Dall & Ground Nut Oil Mill, Madhira, Khammam Dist. Andhra Pradesh.
21. M/s. Sarada Roadways, 33-5-51D, Sitaram Puram, Vijayawada-520004 (A.P.).
22. M/s. Srinivasa Agro Industries and Drugs Private Limited, P. O. Akkireddigudem, Nuzvid TQ, Krishna Dist. (Andhra Pradesh).
23. M/s. Bharat Steel Fabrication Works, D-15, INDL. Estate, Vizag-7.
24. M/s. A. Sekhar Babu Contractor, 131, MIG, IIA, Gullalafem Vishakhapatnam.
25. M/s. Sandilya Genl. Industries, B. 9 & 10, Autonagar, Visakhapatnam-12.
26. M/s. Microtor Vacuum Systems Pvt. Ltd., 6-4-43, Bhōlakpu, Kavadiyuda Road, Secunderabad-500380.
27. M/s. Jai Agencies (Circars) Plot, No. 20, 1 Cross Road, Jawahar Auto Nagar, Vijayawada-520007.

28. M/s. Hotel Manohar, Gandhi Nagar, Vijayawada-3 (A. P.).

29. M/s. Sri Ganga Oil Company, Gudivada, Krishan Dt. (A. P.).

30. M/s. Engineers Guild, Shed No. 5 & D-6, Block-D, Industrial Estate, Autonagar, Vizag-12.

31. M/s. V. V. S. Sugars Employees Co-operative Stores Ltd., Chagallu-534342, Kovvur Tuluk West Godavari Dist.

32. M/s. Gowar Pharmaceuticals & Chemicals, 6-1-216 & 127, Padmarao Nagar, Secunderabad-500025.

33. M/s. A. P. Fisheries Corpn. (P) Ltd., 8-4-9, Gandhinagar, Kakinda-533004, including its registered office at Kakinda, regional office, Hyderabad and the branches at various places in the State.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S. 35019(166)]86-SS. II]

को.आ. 3250.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्न-लिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी अभिषिद्ध निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किये जाने चाहिये :—

1. मैसर्स लक्ष्मी इन्जिनियरिंग वर्कस, 100 फिट रोड, गान्धीपुरम, कोम्प्लेक्स-12।
2. मैसर्स विश्वा इन्जिनियरिंग कम्पनी, 73 भारती आर रोड, एनके पालायाम गणपति कोम्प्लेक्स-6।
3. मैसर्स राजा राजेश्वरी इन्डस्ट्रीज, सी-2, मिडको इन्डस्ट्रियल स्टेट, हासूर-635126 (तमिलनाडु)।
4. मैसर्स विजया इन्जिनियरिंग एण्ड स्ट्रक्चरल कम्पनी-5, पुलीकुभाग रोड, पी.एन. पालायाम, कोम्प्लेक्स-31।
5. मैसर्स आफिस आफ दी स्टेडियम स्थानीय आफिसर, स्टेडियम क्वार्टर तेरु स्टेडियम, कोम्प्लेक्स-641018।
6. मैसर्स बी पीस मैच इन्स्टीट्यूट, 143, समाधी गली, गुड्डाबाशम, एन.ए. (तमिलनाडु)।
7. मैसर्स मोहन पिकचर्स प्रैक्स, भवानी-638401, पेरियार कक्षा (तमिलनाडु)।
8. मैसर्स डा. अग्रवाल आर्ट्स हलार्टीगूट (प्रोपर्टी) लिमिटेड, 13, केचेरुम रोड, मद्रास-600086।
9. मैसर्स एन. एम. पी. लिप्राज, 58, ईस्ट गेन गली, बान्नाबूर, तमिलनाडु।
10. मैसर्स पी. राजू नायडू गन्स इन्जिनियरिंग वर्कस, पी. बा. नं. 2023, राजू नायडू रोड, नगरपाली पी. आ. कोम्प्लेक्स-6।
11. मैसर्स प्रोपर्टी प्रोपर्टी, ए-11, प्राईवेट इन्डस्ट्रियल स्टेट, कोम्प्लेक्स-21 तमिलनाडु।
12. मैसर्स टी. पी. एण्ड टी. इम्प्लाइज कन्जूमरस कोऑपरेटिव स्टोर लिमिटेड, नं. 1601, थान्डीबेर-1, तमिलनाडु।
13. मैसर्स न्यू इन्डस्ट्रीज, जी-6 इन्डस्ट्रियल स्टेट, अम्बालूर मद्रास-58
14. मैसर्स कास्टबैल स्पेसलिस्ट इन नन फर्म्स कामटीग, जी-1 इन्डस्ट्रियल स्टेट अम्बालूर, मद्रास-58।
15. मैसर्स मोना टेक्स्टाइल्स, पी. बा. नं. 132, राजा स्ट्रीट, कोमारा पालायाम 638193 तमिलनाडु।

16. मैसर्स राम स्ट्रिड्स 214, डा० ननजप्पा रोड, कोयंबूर और हाथ गोपाल नाथ, कोम्बेतूर स्थित प्रशासनिक कार्यालय।
17. मैसर्स श्री वेङ्कटरा माईनेलस, 7/54ए, फाइव रोड्स, सतन-4 तमिलनाडु।
18. मैसर्स बुलगा हाईवे 4/34, पञ्चालपत्ती, व लूनाई चण्डु गुआई सतन-6 तमिलनाडु।
19. मैसर्स मंटे एण्ड सॉनि माइनिंग लिमिटेड, अन्नाजी रोड, कोयंबूर-641018।
20. मैसर्स एच.टी.ई. इंडिया लिमिटेड, 1-5 डी, फिक्क साय माई स्ट्रिड्स स्टेट, तिरुचिपुन, मद्रास-600041।
21. मैसर्स लाइफ हैला सेंटर फार्म दो हैल्थकेयर, ईस्ट फास्ट रोड, पल्लव पाम, मद्रास-600041।
22. मैसर्स लता वाइडर्स, 25-ए, नोर्थ मादा स्ट्रीट, श्रीवक्कमम, मद्रास-41 इलाहाबाद रोड मद्रास-2 स्थित स्थापना प्रशासनिक कार्यालय।
23. मैसर्स श्रीवक्कममलाई कोमरेटिव मिलर सभाई सोन इटी लिमिटेड, 79, अयनकुल स्ट्रीट, श्रीवक्कममलाई-606601, नोर्थ इकोट डिस्ट्रिक्ट।
24. मैसर्स एम्बिड फोटो स्टुडियो, नं. 20, नरोक्कन नोर्थ कुमवडकोतम और हाथ कुन कोतम स्थित शाखा।
25. मैसर्स कोर्रोडन फाइनिंग सनर्स लिमिटेड, सऊथ इन्डिया हऊस, 36-40, अन्नाजी स्ट्रीट मद्रास-1 और हाथ गुआई गिर्गा, तिरुचिपुन, तमिल, कोयंबूर मुद्राई, सता सता हैरवद स्थित शाखाएं।
26. मैसर्स अन्ना स्ट्रेट्स, 213 स्ट्रीट रोड, मद्रास-600023।
27. मैसर्स ए. ए. ए. प्रोडक्शंस (प्राइवेट) लिमिटेड, 16 एडवर्ड हल्लिस रोड, मद्रास-4।
28. मैसर्स सिमनगुई एंग्लो-इंडियन सर्विस को. ओप. सोलरिटी लिमिटेड, सिमनगुई, एंग्लो (पोस्ट) तमिलनाडु तमिलनाडु।
29. मैसर्स ए. ए. ए. 15, अन्नाकुलम पली अम्बलसुदम तिरुनेलवेल पल्लव, तमिलनाडु।
30. मैसर्स श्री लक्ष्मी एंटरप्राइज, एंटरप्राइज, 10/20 मिल रोड सोनपुर 633663 कोयंबूर तमिल।
31. मैसर्स शक्ति एंटरप्राइज (श्री वक्कम इन्डिया स्टेट) लिमिटेड, पल्लव रोड, सता सता मिल रोड, कोयंबूर-641029।
32. मैसर्स ए. ए. ए. बुईस्वामी शानमुगा विलस एंज ए मर्के चेस्ट तिरुचिपुन मिल पाम, तिरुचिपुन-2 तमिलनाडु।
33. मैसर्स सक्का एंटरप्राइज, 94, ब्रडवे मद्रास-600001।
34. मैसर्स ए. ए. ए. 65, तिरुमायूर मिल प्रोड्यूसर कोरेटिव सोलरिटी, तिरुमायूर-604601, नोर्थ अर्कोट तमिलनाडु।
35. मैसर्स ग्रांटो एण्ड वयलडर्स, 70 फायेज, त्रिलिंडा, 754 माउन्ट रोड, मद्रास-6।
36. मैसर्स जी. ए. ए. सक्का सेमिन्स (प्राइवेट) लिमिटेड, 113/1 ए ओन्ना तिरुमायूर, ओन्ना महवर्तपुन रोड मद्रास-600096।
37. मैसर्स विरा थियेटर तमिलनाडु धुई, तमिलनाडु।
38. मैसर्स सजी टेक्, 3वीं ओर सी, त्रिवी मेन रोड, दादा मय्यो सतन-6।
39. मैसर्स तिरुम मिल प्रोड्यूसर कोओरेटिव सोलरिटी 2724 सतालूर, तिरुम तमिलनाडु।
40. मैसर्स तिरुमायूर सक्का सतन तिरु लिमिटेड, नं. 230, अ.र. के. मठ रोड, मयालपुर, मद्रास-4।

41. मैसर्स अन्ना स्ट्रेट्स प्राइवेट लिमिटेड, 3 मेन थिय रोड, मद्रास-8 और सता हैरवद, कोयंबूर, तिरुमायूर तमिलनाडु स्थित शाखाएं।
42. मैसर्स अन्ना स्ट्रेट्स, तमिलनाडु-629001, तमिलनाडु डिस्ट्रिक्ट मद्रास।
43. मैसर्स ए. ए. ए. वेंकट रमि. नं. 1/33-64 इन्डिया रोड, बुलगा-629175 तमिलनाडु तमिलनाडु।
44. मैसर्स वल्लभ ट्रेडिंग एंटरप्राइज, 94 ब्रडवे मद्रास-600001।
45. मैसर्स तमिलनाडु स्टेट माईनिंग कॉन्सोर्शियम लिमिटेड, 10 वोट वक्क रोड, मद्रास-23 और इलाहा 1. मद्रास, 2. तिरुचिपुन, 3. धर्मपुर, 4. ऊडा 5. सतन, 6. कांचीपुरम, 7. कोम्बेतूर, 8. इराड, 9. वेल्कोट, 10. त्रिचको, 11. मुद्राई, 12. थिडवनाम, 13. थिडवुड, 14. तमिलनाडु स्थित चांदह शाखाएं।

अतः केन्द्रीय सरकार उक्त धारा नियम का धारा 1, का उद्देश्य-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापना का लघु धारा है।

[एस-35019(167)/86-एस.एस.-2]

ए. के. मुद्राई, अवर सचिव

S.O. 3250.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous provisions Act, 1952 (19 of 1952), should be applicable to their respective establishments namely:—

1. M/s. Lakshmi Engineering Works, 100 Feet Road, Ganahipuram, Coimbatore-12.
2. M/s. Vidya Engineering Company, 73, Bharathiar Road, M. K. Palayam, Ganapathy, Coimbatore-6.
3. M/s. Raja Rajeswari Industries, C-2, SIDCO Industrial Estate, Hosur-635126 (Tamil Nadu).
4. M/s. Vijaya Engineering and Structural Company, 5-Pulikulam Road, P. N. Palayam, Coimbatore-37.
5. M/s. Office of the Stadium Administrative Officer, Stadium Committee, Nehru Stadium, Coimbatore-641818.
6. M/s. Veapoom Match Industries, 145, Sannathi Street, Gudiyatham, N. A. (Tamil Nadu).
7. M/s. Mohan Picture Place, Bhavan-638301, Periyar Distt. Tamil Nadu.
8. M/s. Dr. Agarwal's Eye Institute (Private) Ltd., 13 Cathedral Road, Madras-600086.
9. M/s. En. Es. Pe. Lithos, 58, East Main Street, Thanjavur, Tamil.
10. M/s. Raju Naidu Sons, Engineering Works, Post Box No. 2023, Raju Naidu Road, Ganapathy, P. O. Coimbatore-6.
11. M/s. Ottajee Plastic, A-14, Private Industrial Estate, Coimbatore-21, Tamil Nadu.
12. M/s. P&T Employees Consumers Co-Operative Stores Ltd., No. 1601, Thanjavur-1, Tamil Nadu.
13. M/s. New Industries, G-6, Industrial Estate, Ambattur, Madras-58.
14. M/s. Castwel Specialist in Non Ferrous Castings G-1, Industrial Estate, Ambattur, Madras-58.
15. M/s. Geetha Textiles P. B. No. 132, Raja Street, Komarapalayam-638183, Tamil Nadu.
16. M/s. Ramm Retreaders, 214 Dr. Nanjappa Road, Coimbatore including Administration Office at Gopal Bagh Coimbatore.
17. M/s. Sri Venkateswara Minerals, 7/54-A, Five Roads, Salem-4, Tamil Nadu.



18. M/s. Buvana Dyers, 4/34, Karungalpatti, Velupillai Kadu, Gugal, Salem-6.
19. M/s. Motors and Services Private Limited, Avanashi Road, Coimbatore-641018.
20. M/s. Glass Tech. Instruments, 1-5, Dr. Vikram Sarabhai Electronics Estate, Tiruvanniyur, Madras-600041.
21. M/s. Life Help Centre for the Handicapped, East Coast Road, Palavakkam, Madras-600041.
22. Lata Binders, 25-A, North Mada Street, Thiruvanniyur, Madras-41 including its Administration at Mount Road, Madras-2.
23. M/s. Tiruvannamalai Co-operative Milk Supply Society Ltd., 79, Ayakula Street, Tiruvannamalai-606601, North Arcot, Dist.
24. M/s. Kanniah Photo Studio, No. 28, Nageswaran North Kumbakonam, Tamil Nadu including its branches at North Kumbakonam.
25. M/s. Coromandel Finance Co. Ltd., South India House, 36-40, Armenian Street, Madras-1, including its Branches at Guntur, Nellore, Visakhapatnam, Bangalore, Coimbatore, Madurai, Salem and Hyderabad.
26. M/s. Aruna Structural, 213, St. Mary's Road, Madras-600028.
27. M/s. A.V.M. Productions (P) Ltd., 16, Edward Elhott Road, Madras-4.
28. M/s. Semmangudi Agricultural Service Co-operative Society Ltd., Semmangudi, Anniyur (Post) Nannilam Taluk, Tanjore, Dist. Tamil Nadu.
29. M/s. A. Pankiraj 15, Ayyanarkulam Street, Ambasamudam, Tirunelveli Dt. Tamil Nadu.
30. M/s. Sri Lakshmi Cotton Company, Cotton Merchants, 10/20, Milu Road, Somanur-638668, Coimbatore District.
31. M/s. Santhi Casting Works, (Sreevatsa Industrial Estate), Mettupalayam Road, Gromoika, Mills Post Coimbatore-641829.
32. M/s. S. N. Duraiswami Shanmuga Vilas Kalai Mark Cheroot Manufacturer Nilayam, Thiruppapuliur-2, Tamil Nadu.
33. M/s. Lavanya Enterprises, 94, Broadway, Madras-600001.
34. M/s. H.H. 65, Kilpennathur Milk Producer's Co-operative Society, Kilpennathur-604601, North Arcot Dist. Tamil Nadu.
35. M/s. Granite and Boulders, 70, Congress Buildings, 574, Mount Road, Madras-6.
36. M/s. Veera Rajendra Ceramics (Private) Ltd., 113/1A Oggiam Thuraiyakkam old Mahabalipuram Road, Madras-600096.
37. M/s. Vijaya Theatre, Mayiladuthurai Tamil Nadu.
38. M/s. Samy Tex, 8 B & C, Trichy Main Road, Dadagapatti, Salem-6.
39. M/s. Nannilam Milk Producers, Co-op. Society (2724), Sannanallur, Nannilam Taluk, Tamil Nadu.
40. M/s. Thirumylai Saswatha Sahaya Nithi Ltd., No. 230, R. K. Muttu Road, Mylapore, Madras-4.
41. M/s. Arafath Travels Private Ltd., 3 Montieith Road, Madras-8 including its branches at Hyderabad, Cochin, Trivandrum and Bangalore.
42. M/s. Assisi Press Nagercoil, 629001. Kanyakumari District Madras.
43. M/s. SUS. Bankers Regd., No. 1/83-84, Eraniel Road, Thuckalai-629175, Kanyakumari Dt. (Tamil Nadu).
44. M/s. Balaji Trading Enterprises, 94, Broadway, Madras-600001.

45. M/s. Tamil Nadu State Marketing Corporation Ltd., 10, Boat Club Road, Madras-28, including its Branches at (1) Madras (2) Tunnelveli (3) Dharmapuri, (4) Botty (5) Salem (6) Kanchipuram (7) Coimbatore (8) Erode (9) Vellore (10) Tiruchy (11) Madurai (12) Thindiyam (13) Thanjavur (14) Nagarkoil.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[No. S-35019(167)/86/SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 4 सितम्बर, 1986

का.प्र. 3251. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूच में, केन्द्रिय सरकार, भारत काँग्रेस कोल लि. का लाहपट्टी कोलियरी के प्रबंधन से सम्बद्ध विवादों और उनके कर्मचारियों के बीच, अनुसूच में विहित औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिनियम, नं. 2, धनबाद के पब्लिक का प्रशासित कक्षा है, जो केन्द्रिय सरकार का 22-8-1986 का प्राज्ञ हुआ था।

New Delhi, the 4th September, 1986

S.O. 3251.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Lohapatti Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 22nd August, 1986.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD  
Reference No. 117 of 1986

PRESENT :

Shri I. N. Sinha Presiding Officer.

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Lohapatti Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 18th August, 1986

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/(244)/85-D.III(A), dated, the 26th February, 1986.

SCHEDULE

"Whether the grievances of Bihar Colliery Kamgar Union that for alleged habitual unauthorised absence from duties of Shri Ovi Manjhi, Loader the management of M/s. Bharat Coking Coal Limited in relation to Lohapatti Colliery had allegedly punished him excessively with dismissal from ser"

vice from 21-5-1985, are justified? If so, to what relief if any, is the workman, entitled and from what date?"

In this case both the parties filed their respective W.S. documents etc. Thereafter the case was fixed for evidence. But ultimately on 12-8-86 both the parties appeared and filed before me a memorandum of settlement. I have gone through the terms and conditions of settlement which appear to be fair and proper. I accordingly I accept the same and pass an Award in terms of memorandum of settlement which forms part of the Award as annexure.

I. N. SINHA, Presiding Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of Reference No. 117 of 1986

#### PARTIES :

Employers in relation to the Management of Lohapati Colliery of M/a. Bharat Coking Coal Limited

#### AND

Their workmen.

#### JOINT PETITION OF COMPROMISE OF MANAGEMENT AND WORKMAN

The above mentioned employers and the workmen most respectfully beg to submit this joint compromise petition :

- (1) That the management and workmen have jointly negotiated the matter covered by the aforesaid reference with a view to arriving at an overall and amicable settlement.
- (2) That as a result of such negotiations, the Management and the workmen have come to an amicable and overall settlement of the matter on the following terms and conditions :—
  - (a) It is agreed that the Management shall provide employment afresh to the workman concerned Sri Ovi Manjhi as underground Mines/Loader in Lohapati Colliery subject to his being found fit physically and mentally by the Medical Board of BCLL.
  - (b) It is agreed that the fresh employment as referred to in clause (a) above will be provided to Sri Ovi Manjhi in Lohapati Colliery from the date he reports for duty after he has been declared medically fit as aforesaid.
  - (c) It is agreed that since this will be purely a fresh appointment the workman concerned shall not be entitled to any other benefits with regard to his past service or otherwise.
  - (d) It is agreed that this is an overall settlement in full and final settlement of all the claims of the workman concerned/union concerned representing the workman concerned arising out of the aforesaid reference.
- (3) In view of the above, the management and the workman jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of the aforesaid settlement/agreement and dispose of the reference accordingly.

Sd/-

Sd/- Illegible

Secretary,

B.C.K.U.

For and on behalf of workman.

Sd/-

General Manager,  
Mohuda Area

Bharat Coking Coal Limited,

P. O. : Mohuda, Distt. Dhanbad

For and on behalf of Employer

Ral. S. Murthy,

Advocate

For Employers.

#### Witnesses :

1. Sd/- Illegible

2. Sd/- Illegible

Dated 5-8-1986.

Mohuda, Dhanbad.

I. N. SINHA, Presiding Officer

[No. L-20012(244)/85-D.III (A)]

A.V.S. SARMA, Desk Officer

नई दिल्ली, 5 सितम्बर, 1986

भा.सा. 3252. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन बैंक के प्रबंधन से सम्बद्ध नियोक्ताओं और उनके कर्मचारियों के बीच, झनुबध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक प्रविकरण मद्रास के पंचाट का प्रकाशित करता है, जो केन्द्रीय सरकार का 25-8-86 का प्राप्त हुआ था।

#### BEFORE THIRU FYZEE MAHMOOD, B.Sc., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, TAMILNADU, MADRAS

New Delhi, the 5th September, 1986

S.O. 3252.—in pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the Indian Bank and their workmen, which was received by the Central Government on the 25th August, 1986.

(Constituted by the Central Government)

Dated, this 13th day of August, 1986

Industrial Dispute No. 76 of 1983

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Indian Bank, Madras-1)

#### BETWEEN

The workman represented by :

The General Secretary,

The Indian Bank Employees' Union (Kerala),  
Krishnaswami Cross Road, Ernakulam, Cochin-682011.

#### AND

The Managing Director,

Indian Bank, Indian Bank Building,  
31, Rajaji Road, Madras-600001.

#### REFERENCE :

Order No. L-12012(98)/83-D.II (A), dated 17th November, 1983 of the Ministry of Labour and Rehabilitation, Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 30th day of July, 1986 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru N. G. R. Prasad for Thiruvallargal Row and Reddy and R. Rajaram, Advocates appearing for the workman and of Thiruvallargal M. S. Kannan, Junior Legal Officer and G. Ramadoss, Officer of the Bank, authorised representative for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

#### AWARD

This dispute between the workman and the Management of Indian Bank, Madras arising out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-12012(98)/83-D.II (A), dated 17-11-1983 of Ministry of Labour and Rehabilitation for adjudication of the following issue :

"Whether the action of the management of Indian Bank, Madras, in not absorbing in service of the Bank Shri K. Velappan Nair temporary sub-staff, is justified? If not, to what relief is the workman concerned entitled?"

2. It is mentioned in the claim statement that the workman concerned Thiru K. Velappan Nair was selected for appointment and temporarily posted in the cadre of Sub-Staff in 1977. He was given employment intermittently whenever a temporary vacancy arose in the Respondent Bank. His name was removed from the panel on 8th October, 1980 on the ground that he was over-qualified (S.S.L.C.

failed) and that he did not work during the period October, 1977 to 11-1-1978. The Petitioner-workman made representations by his letter dated 1-10-1980 and 15-1-1981 that on an earlier occasion also his service was terminated on the ground of over-qualification and he was subsequently re-employed on the basis of the Circular No. 62/78 dated 31-3-1978 which enables the over-qualified people who had put in more number of years of service to continue in the employment. The Respondent-Bank had reinstated him in the panel by its Circular No. 116/81. However, his name was again removed in February, 1982 on the ground that he did not work between 1-10-1977 and 11-1-1978. He again made representation to the authorities against the illegal termination. The India Bank Employees' Union (Kerala) by its letter dated 6-3-1982 had also informed the Management that the termination of the Petitioner was unjustified. Subsequently a reference has been raised by the Union against the violation of Section 25-G and 25-H of the Industrial Disputes Act, 1947. The Management by its letter dated 27-9-1982 to the Indian Bank Employees Union (Kerala) sought to justify its action in not giving employment to the concerned workman Thiru K. Velappan Nair on the basis of clause 4(c) of the 12(3) Settlement arrived at on 10-5-1979 between the Federation of Indian Bank Employees Union and the Respondent-Management. It is stated that under clause 4(c), the Management was bound to re-employ Thiru K. Velappan Nair. In this context, it is pointed out that under clause 4(c) of the above settlement, the Madras Unit of the Indian Bank Employees Union had entered into a 18(1) settlement with the Respondent-Management on 7-7-1980 and secured employment for five people who were denied employment on the same ground, as the concerned workman in this dispute. The action of the Management in not absorbing the services of the workman Thiru K. Velappan Nair is arbitrary, discriminatory and amounts to unfair labour practice.

3. In the counter statement filed on behalf of the Respondent-Bank, the allegations made in the claim statement are denied. It is contended that the practice of the Bank is to take persons who conform to certain norms prescribing age and educational qualification in a panel for engagement in the leave vacancies of sub-staff at Branches to ensure uninterrupted customer service. Such persons would be considered for appointment in permanent vacancy when their turn comes in the order of seniority. Thiru K. Velappan Nair was one such person empanelled at the Parasala Branch, Kerala. He was initially engaged on 9-6-1977 and he was engaged intermittently till 3-9-1977, after which, he was not available for engagement whenever required. His educational qualification was S.S.L.C. failed. The norms for educational qualification was revised and the maximum qualification was fixed as pass in VII Standard. In view of such revision, Thiru K. Velappan Nair became over-qualified for engagement in leave vacancies. Thiru K. Velappan Nair could not claim benefit in the Circular No. 62/78 as it was clarified in the Circular No. 17/79 that relaxation with regard to educational qualification was allowed only to those who had engaged between the period 1-10-1977 to 11-1-1978. As Thiru K. Velappan Nair was not available for employment after 3-9-1977 he was not covered by clause 4(a) of the 12(3) settlement dated 10-5-1979. Thiru K. Velappan Nair's representation for re-engagement was considered but it was rejected as he was over-qualified and did not work even for a single day during the period 1-10-1977 to 11-1-1978. Further he had not worked for a total period of 240 days. Hence the engagement of Thiru K. Velappan Nair cannot be regarded as 'retrenchment' in respect of Section 25-G and 25-H of the Industrial Disputes Act, 1947. It is submitted that the Indian Bank Employees' Union (Tamil Nadu) had entered into a settlement with the Management-Bank, whereby five persons were considered for re-employment, as all of them had worked for more than 240 days in their entire past. Thiru K. Velappan Nair does not fall within this category and hence he was not considered for permanent appointment as per clause 4(c) of the settlement dated 10-5-1979. The denial of employment to Thiru K. Velappan Nair is not arbitrary or discriminatory. Hence an award may be passed holding that the non-engagement of Thiru K. Velappan Nair is in order and justified.

4. The point for adjudication as mentioned in the reference is :

Whether the action of the management of Indian Bank Madras, in not absorbing in service of the Bank

Shri K. Velappan Nair, temporary sub-staff, is justified? If not, to what relief is the workman concerned entitled?"

5. No oral evidence was adduced on either side. Exs. W-1 to W-11 were marked on behalf of the Petitioner-workman and Exs. M-1 to M-6 relied upon by the Management-Bank.

6. The Petitioner-workman Thiru K. Velappan Nair was engaged as a temporary Sub-staff and first appointed on 9-6-1977 in Parasala Branch. After he had worked at various Branches within Trivandrum District he was on the rolls for the last time till February, 1982. Admittedly, there are no written orders of appointment or termination. The concerned workman Thiru K. Velappan Nair was appointed in different periods in the Parasala Branch and other Branches of the Respondent-Bank in the leave vacancies of the Sub-staff to ensure un-interrupted customer service and such persons would be considered for appointment in permanent vacancy when the turn comes in the order of seniority reckoned from the date of initial engagement. In Ex. W-1, the representation made by the Petitioner to the Deputy General Manager, various dates on which the Petitioner had worked in the various branches of the Respondent-Bank in Trivandrum District have been set out, and it has been categorically stated that he was on the rolls of the Parasala Branch till 15-9-1980. His services were terminated on the ground that he was over-qualified. Ex. W-2 is another communication, dated 13-1-1981 from the concerned workman Thiru K. Velappan Nair to the Deputy General Manager of the Respondent-Bank, wherein, the Petitioner had mentioned that he was qualified for appointment as per Circular No. 62/78, dated 31-3-1978 wherein the educational qualifications had been stipulated as minimum of VI Standard and maximum of S.S.L.C. failed and requesting for issue of favourable orders. Ex. M-5 dated 16-8-1984 also lists the number of days for which the Petitioner was engaged in the different years from 1977 to 1982 and it also discloses that the final date of engagement of Thiru K. Velappan Nair was 22-1-1982. It is evident from Ex. W-5 that the services of Thiru K. Velappan Nair as a temporary Sub-staff was discontinued at the end of 1980 on the ground of over-qualification, but he was re-engaged in the Bank as per Circular No. 116/81 dated 20-8-1981 and subsequently terminated on the ground of over-qualification.

7. The learned counsel for the Petitioner brought to my attention the Circular No. 62/78 marked as Ex. M-1 dated 31-3-1978, wherein it has been categorically stated that it had been decided to permit engagement of candidates belonging to general category, provided they had already been engaged prior to 11-1-1978 and subject to the educational qualifications being minimum of VI standard passed and maximum of S.S.L.C. failed. The Circular was evidently issued in supersession of the earlier circulars which have been referred in Ex. M-1 itself. Ex. M-2 dated 25-1-1979, another Circular issued by the Respondent-Bank reads as follows :

"We observe that Branches continue to engage temporary Sub-staff who do not conform to our minimum requirements for Sub-staff cadre post prescribed in our Circular Nos. 10/78 and 62/78. Branches are advised that relaxations with regard to educational qualifications are allowed only to those temporary candidates who have worked between the period October, 1977 to 11-1-1978. No deviation from the above procedure is permitted except with the prior approval of this Department."

A perusal of Ex. M-2 reveals that it refers to Circular No. 62/78 marked as Ex. M-1. It then proceeds to state that relaxation with regard to educational qualifications would be permitted only for those temporary candidates who had worked between the period October, 1977 to 11-1-1978. The concerned workman Thiru K. Velappan Nair according to Ex. M-1, is a person who is suitably qualified and not under-qualified or over-qualified. Hence the relaxation which Circular Ex. M-2 purports to impose in respect of educational qualifications in respect of temporary candidates who had worked between October, 1977 and 11-1-1978 would not be applicable to the Petitioner as no question of relaxation arises in his case, in as much as he is suitably qualified under Ex. M-1. Therefore it follows the fact that he did not work between October, 1977 and 11-1-1978 would be of no consequence. It is not disputed that the Petitioner's

services were terminated on the ground that he was over-qualified.

8. As a matter of fact, in paragraph (3) of the counter statement, it has been categorically stated that Thiru K. Velappan Nair had become over-qualified for engagement in leave vacancies and that the Circular No. 62/78 (marked as Ex. M-1) will not be applicable to him as relaxation with regard to educational qualification was allowed only to those who are engaged between 1-10-1977 and 11-1-1978. The argument advanced on behalf of the Bank is also on this basis. I am unable to appreciate the substance of this argument. It is admittedly clear the original educational qualification which was evidently a pass in VII Standard was relaxed by the subsequent Circular marked as Ex. M-1, whereby educational qualification for persons already engaged prior to 11-1-1978 was held to be minimum of VI Standard and maximum of S.S.L.C. failed. The second Circular Ex. M-2 which gave relaxation in respect of educational qualification evidently applied to persons employed between October, 1977 and 11-1-1978 who were under-qualified or over-qualified in terms of the Circular Ex. M-1 and could not apply to persons who were suitably qualified. This is the plain interpretation to be given to the Circular Ex. M-2, as it is worded. The contention of the Management that Ex. M-2 actually gave relaxation of qualifications as laid down in Ex. M-1 only to such persons who were employed between October, 1977 and 11-1-1978 is reading into Ex. M-2 words which are not there. In other words, Ex. M-2 did not seek to relax the educational qualification which had already been prescribed by two circulars Nos. 10/78 and 62/78. In this context reference may be made to Ex. M-3 the memorandum of settlement arrived at under Section 12(3) of the Industrial Disputes Act, 1947 between the Management of the Indian Bank, Madras and the Federation of the Indian Bank Employees' Union, Madras over a charter of demands. Clause 4(a) of Ex. M-3 would clearly not apply to the concerned workman Thiru K. Velappan Nair as he was not on the rolls between 1-10-1977 and 11-1-1978. Clause 4(c) of the Settlement stipulates as follows :

"However, such of those employees who were engaged prior to 1-10-1977 and disengaged at the instance of the Management will be brought to the notices of the Management and their case will be examined and wherever possible, adequate relief will be afforded."

It is under this clause, the Petitioner (Workman) and the Union had made representations to the Management to re-employ the Petitioner-workman Thiru K. Velappan Nair which was negatived by the Bank on two grounds, namely, that the Petitioner was over-qualified as he was a S.S.L.C. failed and that his entire past service with the Bank did not aggregate to 240 days. It is also relevant to point out that under Ex. M-4 a settlement arrived at under Section 18(1) of the Industrial Disputes Act, 1947 between the Management of Indian Bank, Madras and the Indian Bank employees' Union, Madras five workmen who were similarly terminated were re-employed. It is true that this settlement cannot be binding on the Management in respect of the Petitioner who belongs to the Kerala Union which was not a party to Ex. M-4. However it cannot be disputed that workmen were similarly situated and all S.S.L.C. failed were re-employed in the Madras Region invoking clause 4(c) of the Settlement Ex. M-3 which is binding not only on the Management-Bank but also on all its employees. It is therefore rightly contended that it would amount to hostile discrimination in respect of the concerned workman Thiru K. Velappan Nair in denial of employment to him.

9. The contention on behalf of the Respondent-Bank that the concerned workman is over-qualified as already adverted to above cannot stand scrutiny. The second contention put forward that he cannot be considered for re-appointment under clause 4(c) of Ex. M-3 as he had not put in 240 days of aggregate service in the past is also without any basis. Clause 4(c) does not stipulate that only employees who possess an entire past service with the Bank aggregating to 240 days should be considered for re-employment. It is only clause 4(a) of Ex. M-3 which stipulates for absorption, the past service with the Bank aggregating to 240 days. Admittedly clause 3(a) of Ex. M-3 is not applicable to the concerned workman. In the circumstances, the argument put forward on behalf of the Management that even under clause

4(c) the Petitioner cannot be considered as he has not put in 240 days of aggregate service in the past is untenable and not in accordance with what is stipulated under clause 4(c) of Ex. M-3. The refusal of the Management to consider Thiru K. Velappan Nair for absorption in permanent service on the ground that he was over-qualified and that he had not put in 240 days of past service in the aggregate is clearly arbitrary and discriminatory and contrary to the terms of clause 4(c) of Ex. M-3.

10. Accordingly, the action of the Management of Indian Bank, Madras is not absorbing service Thiru K. Velappan Nair, temporary sub-staff is held to be unjustified and he is directed to be absorbed in service from the date when his services were terminated or dis-engaged with retrospective effect and granted such back wages and attendant benefits as he would be entitled to. There will be no order as to costs.

Dated, this 13th day of August, 1986.

(Sd/-) FYZEE Mahmood, Industrial Tribunal  
Witnesses Examine

For both sides.—None.

Documents Marked

For workman :

- Ex. W-1/1-10-80—Application of Thiru K. Velappan Nair to the Management for appointment of Sub-staff.
- Ex. W-2/15-1-81—Application of Thiru K. Velappan Nair to the Management for appointment of Sub-staff.
- Ex. W-3/25-8-81—Application of Thiru K. Velappan Nair to the Management for appointment of Sub-staff.
- Ex. W-4 —Application of Thiru K. Velappan Nair to the Management for appointment of Sub-staff.
- Ex. W-5/6-3-82—Letter from the Union to the Management requesting for appointment of Thiru K. Velappan Nair.
- Ex. W-6/14-8-82—Letter from the Union to the Assistant Labour Commissioner (C), Ernakulam requesting for interruption in the dispute.
- Ex. W-7/27-9-82—Reply letter from the Bank to Ex. W-6.
- Ex. W-8/30-9-82—Letter from the Union to the Management requesting to withdraw Ex. W-7.
- Ex. W-9/2-11-82—Reply letter from the Bank to Ex. W-8.
- Ex. W-10/9-11-82—Letter from the Union to the Bank, in reply to Ex. W-9.
- Ex. W-11/23-2-83—Conciliation failure report.

For Management :

- Ex. M-1/31-3-78—Circular of the Bank regarding engagement in casual temporary leave vacancies of permanent employees.
- Ex. M-2/25-1-79—Circular of the Bank regarding engagement of candidates in temporary vacancies of Sub-staff.
- Ex. M-3/10-5-79—Memo of settlement u/s 12(3) of the I. D. Act between parties.
- Ex. M-4/7-7-80—Memo of settlement u/s. 18(1) of the I. D. Act between parties.
- Ex. M-5/16-8-84—Letter from the Indian Bank, Parasala Branch to the Head Office giving particulars of engagement of Thiru K. Velappan Nair.
- Ex. M-6/20-8-81—Minutes of discussions agreed in the Standing Committee on 14-7-81.

★FYZEE Mahmood, Presiding Officer

[No. 12012/98/83-D.II (A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 5 सितम्बर, 1986

का.आ. 3253. केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (ii) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 1100 दिनांक 7 मार्च, 1986 द्वारा मैग्नेसाइट खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 28 फरवरी, 1986 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अत्र, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (का) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 07 सितम्बर, 1986 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा.सं. एन-11017/8/85-डी-1(ए)]

नन्द लाल, अवर सचिव

New Delhi, the 5th September, 1986

S.O. 3253.—Whereas the Central Government having been satisfied that the public interest as required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 1100 dated the 28th February, 1986 the Magnesite Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 7th March, 1986;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 7th September, 1986.

[No. S-11017/8/85-D.I(A)]

NAND LAL, Under Secy.

नई दिल्ली, 8 सितम्बर, 1986

का. आ. 3254. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, विभागीय रेलवे मनेजर, माउण्ट मैन्डल रेलवे विजयवाड़ा के प्रबंधन से सम्बंधित विवादों और उनके कर्मचारियों के बीच, अनुसूद्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 अगस्त 86 को प्राप्त हुआ था।

New Delhi, the 8th September, 1986

S.O. 3254.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Railway Manager, South Central Railway, Vijayawada and their workmen, which was received by the Central Government on the 22nd August, 1986.

730 GI/86—14

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)  
AT HYDRABAD

PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.

Industrial Dispute No. 7 of 1985

BETWEEN

The Workmen of South Central Railway, Vijayawada, (A.P.)

AND

The Management of Divisional Railway Manager, South Central Railway, Vijayawada (A.P.)

APPEARANCES :

Sri P. Krishna Reddy and Sri V. S. R. Murthy, Counsels—for the Workman.

Sri A. K. Jayaprakash Rao, Advocate—for the Management.

## AWARD

The Government of India, Ministry of Labour by its Order No. L-41011(27)/84-D.II (B) dated 25-1-1985 referred the following dispute under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Divisional Railway Manager, S. C. Railway, Vijayawada and their workmen to this Tribunal for adjudication :

"Whether the action of the Divisional Railway Manager, South Central Railway, Vijayawada in terminating the services of 16 workmen listed below with effect from 10-1-1980 and also in not employing any of them in the proposed vacancies immediately after the retrenchment is justified? If not, to what relief are the workmen entitled?"

1. Shri V. Venkateswara Rao
2. Shri S. Simbachalama
3. Shri D. Jaya Raju
4. Shri S. Kakesha
5. Shri Ch. Appa Rao
6. Shri G. Venkateswar Rao
7. Shri A. Charles
8. Shri R. Gopi
9. Shri K. Lakshminarayana
10. Shri N. Prasad
11. Shri M. Trinadma Kumar
12. Shri P. Velayudan
13. Shri D. Pratapa Reddy
14. Shri M. K. Nambudripad
15. Shri T. Venkateswarlu
16. Shri P. K. Krishnan.

This reference was registered as Industrial Dispute No. 7 of 1985 and notices were issued to the parties.

2. The claims statement filed by the casual mazdoors working under the Bridge Inspector, South Central Railway, Rajahmundry contending that the retrenchment order with effect from 10-1-1980 is not proper and that the same is opposed under Sections 25-F, 25-G and 25-H of the I.D. Act and prayed that the Respondent-Management should be directed to reinstate the workers into service with back wages. It is mentioned in the claims statement that the petitioners joined the Railways as E.I.R. Mazdoors under the Bridge Inspectors, Rajahmundry, South Central Railway, Vijayawada Division. On completion of four months continuous service as per Clause 2501 of the Railway Establishment Manual, the petitioners are entitled for authorised pay scale and temporary state. The High Court in Writ Petition No. 3322/67 and Writ Petition No. 5374 of 1968 observed that as per the Railway Establishment Code Section 2501(b) Chapter 25, casual labour-Indian Railway Establishment Manual (II Edition) 1968 showed that the persons who continued to work of same type for more than 6 months without

a break will be treated as temporary after the expiry of 6 months and that it is only a declaratory of the status and that the status is not conferred by any specific order which is passed by the authorities. The same view was taken by the Division Bench of High Court in a Writ Petition No. 29 of 1977 holding that the provisions clearly laid down that on completion of continuous service of six months casual labour automatically attains temporary status and it did not require any further order to be passed by any competent officers conferring temporary status on such a casual labour".

(a) According to the Petitioners instead of six months if a casual labour continuously work for four months, he will get temporary status and that the fact that the petitioners have continuously worked for four months was not disputed by the Administration. Infact the Administration issued order dated 28-2-1983 issued by the Divisional Personnel Officer, South Central Railway, Vijayawada. All the petitioners were paid authorised pay scales and they were given temporary status under these circumstances for the purpose of retrenching the petitioners the Administration ought to have given them either one months notice or paid them one months salary in lieu of notice. In addition to that the Petitioners are entitled for retrenchment compensation of 15 days salary for every completed year.

(b) Surprisingly the Petitioners were retrenched from 10-1-1980, the retrenchment notice dated 7-1-1980 signed by the Divisional Engineer-I were served on the petitioners and they were stopped from duty from 10-1-1980 since the petitioner complete four months continuous service by 10-1-1980. All of them are eligible for authorised pay scales and the Petitioners instead of being paid one months salary in lieu of notice calculating the same on the basis of authorised pay scales were paid one months salary as casual labour. But they paid retrenchment compensation also calculated on the basis of daily rated labour.

(c) The Petitioners submit that same juniors to the Petitioners were not retrenched while the petitioners were retrenched, questioning that the petitioners filed Writ Petition No. 3307 of 1980 when the contention of the Petitioners were denied as the dispute involved question of fact. The Writ Petition was dismissed with an observation that the same will not preclude the petitioners from taking appropriate proceedings before the concerned competent authorities for appropriate reliefs in accordance with law.

(d) Thus the petitioners approached the Assistant Labour Commissioner, Central, Visakhapatnam then the Administration has agreed that the petitioners have attained temporary status and made arrangement for payment of arrears also. But regarding the continuance of juniors by reverting the petitioners it was stated by the Administration that the juniors were not working along with the petitioners but they were transferred to other places later. The fact that the petitioners are seniors to the persons who were retained in service and subsequently transferred to other places was not denied. In spite of the same the Administration was not prepared to take back the petitioners to duty. Thus the matter was referred to this Tribunal. The retrenchment is therefore in violation of Section 25-F, 25-G of the I. D. Act and therefore the same is liable to be set aside these workers should be reinstated with back wages.

(e) In the additional claims statement filed on 26-7-1985 it is mentioned that the petitioners were removed from service with effect from 10-1-1980 by retrenchment notice dated 7-1-1980 which was received by the Petitioners on 9-1-1980. According to them they were not paid retrenchment compensation even on daily wages basis on the day when they were retrenched from service. All the petitioners were paid part payment of compensation on 11-1-1980. It is mentioned that the action of the Management in retrenching the petitioners is illegal and opposed to the provisions of the I.D. Act.

3. In the counter the Divisional Railway Manager, Vijayawada mentioned that the General Secretary of South Central Railway Employees Union, Vijayawada has no representative capacity to represent the workmen as the Union is not recognised by the Respondent. It is mentioned that there are two units i.e. Bridge Inspector, Special Works, Rajahmundry and Bridge Inspector, S.C. Railways, Rajahmundry. It is further mentioned that there are 14 categories of employees working under the Bridge Inspector Special Works, Rajahmundry with various designations such as Revitters, Drillers,

Grinders, Dollyman, Welder, Hammerman, A.C. Driver, Gas Cutter. As there was no work under the Bridge Inspector, Special Works, some of the employees were retrenched. It is asserted that at the time of retrenchment of these employees it was done as per the procedure laid down under the I. D. Act. According to him some of the employees were retrenched as their services were no longer required and the strength was surplus and therefore the retrenchment of the 16 workmen listed in the reference as per the retrenchment order dated 10-1-1980 is legal, valid and in conformity with the provisions of the I. D. Act. According to them as there were no vacancies arose in the said units, the question of providing any reemployment to the retrenched employees does not arise. According to him the second petitioner in the reference is employed as Train Clerk and eleventh petitioner is appointed as Loco Khalasi and the fourteenth Petitioner is working as Sanitary mazdoor in Rajahmundry Municipality.

(e) According to him these petitioners were terminated on account of surplus of the labour in a particular unit and in particular category. The allegations that the juniors were retained in service while the petitioners who were seniors to them were terminated is absolutely false and incorrect. The order of termination passed against the petitioners is legal and valid. According to him when the termination is justified the petitioners are not entitled to the alleged claim.

(b) In the rejoinder of the Management dated 20th August 1986 it is mentioned that the retrenchment compensation and notice pay were paid to the Petitioner on the basis of daily wages drawn by them as on the date of retrenchment. According to him in pursuance of the decision taken by the Management on 7-1-1980 to retrench petitioners a bill for payment of notice pay and retrenchment compensation was prepared and submitted to the Account Department on 8-1-1980 and the same was sanctioned on 9-1-1980 and made arrangement for payment of the retrenchment compensation and notice pay at Rajahmundry where the petitioners were working on the date of retrenchment. As the Accounts Office is situated at Vijayawada and after passing the amount the same was brought back to Rajahmundry to disburse the payment. The delay of one day as shown by the petitioners is not correct.

(c) According to him no fresh recruitment was made in the unit of Bridge Inspector, Rajahmundry. This respondent further mentioned that at the time of retrenchment all the employees working under the control of Bridge Inspector, Rajahmundry and Bridge Inspector, Special Works, Rajahmundry were called upon to produce past service records to determine their length of service and some of the employees produce their past service records and none of the petitioners produced the past records in order to consider their cases at the time of retrenchment. So on the basis of the length of service placed at the time of retrenchment, the services of the senior employees with more length of service, were retained and continued in service, and the said employees were also designated in various categories. Therefore it is said that the order of retrenchment of the petitioner is legal, valid and justified and the petition is liable to be dismissed.

4. The Workmen examined as many as 10 witnesses as WW-1 to WW-10 and marked Exs. W-1 to W-31. While the Management examined 18 witnesses as MW-1 to MW-18 and marked Exs. M-1 to M-76.

5. WW-1 is the first Petitioner V. Venkateshwar Rao in the reference. He worked previously as mazdoor in South Central Railway at Vijayawada till 13-4-1978 to 9-1-1980. It is his case that he was terminated on 10-1-1980. He filed the photostat copy of the service card as well as other petitioners except the second petitioner. They are marked as Exs. W-1 to W-15. According to him they did not indicate the seniority at the time of retrenchment. It is their case that the Management paid compensation and one months salary on the basis of daily wages but not as temporary mazdoors as to the authorised pay scales. He also filed Writ Petition No. 3307/80 and the High Court was pleased to direct them to approach the appropriate authority as per Ex. W-16. He filed a list of persons who were said to be juniors to him still working while his services were terminated. The same is marked as Ex. W-17. According to him about 19 persons who were juniors to the petitioners are being continued as workers. It is his case that they were transferred to Bridge Inspector, Special Works, Vijayawada

and they worked therefor one year and thereafterwards for similar work they were transferred to Bridge Inspector, Special Works, Rajahmundry. It is also his case that when they joined service there was only one unit and even on the day when the services were terminated, it was one unit. The failure conciliation reported marked as Ex. W-18. The order filed by the Management showing that they were given monthly scales and also list of casual labour entitle for the benefits were marked as Exs. W-19 and W-20 and he mentioned that they are unemployed now. He conceded that the second Petitioner M. Simhachalam and the eleventh petitioner Trinadha Kumar and fourteenth petitioner M. K. Namudripad were subsequently employed elsewhere. He admitted that they gave notice dated 11-4-1984 before going for conciliation and he could not say that there is mention about this demand in their strike notice, and he could not say that there were various designations working under the Bridge Inspector, Rajahmundry such as Welders, Revitters, Hammerman, Below Man, Scrapman, mazdoorman, Heater Watchman Blacksmith, A.C. drivers etc. He also conceded that they did not write to the Management seeking that they should be reemployed after payment pursuant to Exs. W-19 and W-20. He conceded that the dates of joining persons shown in Ex. W-17 list of seniority prepared by them was not mentioned by him. According to him daily wages are paid to them once in a month and they are all casual labours.

6. WW-2 is A. Charles who is also a mazdoor was terminated on 10-1-1980. His L.T.I. No. is 38. He is shown at S. No. 19 in Ex. W-20. According to him it is mentioned by the Personnel Officer, Railways agreed to give employment and also promised to pay the arrears of pay as per authorised pay scales under Exs. W-19 and 20. According to him the persons 1 to 13 shown in Ex. W-21 are juniors to him and the list Ex. W-21 is prepared by him. The minutes of the joint discussions held on 13-12-1983 at Vijayawada between the Management and workers representative is marked as Ex. W-22.

7. WW-3 is S. Kalesha is also a daily rated mazdoor whose services were terminated on 9-4-1980. According to him there are 12 juniors to him still working after his retrenchment and he marked a list prepared by him as Ex. W-23 and his L.T.I. No. is 66. It is his case that no separate seniority list of revitting and A.C. drivers were maintained. All are based upon L.T.I. seniority and there is no other seniority.

8. WW-4 is Ch. Appa Rao who is also a mazdoor man deposed that his L.T.I. seniority is fixed at S. No. 14 and he filed a list Ex. W-24 to show that there were number of people who were juniors working.

9. WW-5 is one G. Venkateswar Rao who is also a mazdoor mentioned that the management retained 13 juniors to him as shown in Ex. W-25 and the seniority is based upon L.T.I. for all of them.

10. WW-6 is R. Gopi who also deposed that he worked as mazdoor and retrenched on 10-1-1980. It is his case that as per Ex. W-2 there were about 15 people who were juniors to him who have been continued.

11. WW-7 is one D. Jayaraj who is mazdoor also deposed that they were terminated on 10-1-1980 and that as per Ex. W-29 which is a list prepared by him there are 17 persons juniors to him.

12. WW-8 is one Pratap Reddy who is mazdoorman also tried to corroborate the evidence of the previous witness and mentioned that his L.T.I. No. is 93 and he filed Ex. W-30 to show that S. Nos. 1 to 5 are juniors to him.

13. WW-9 is M. Prasad is mazdoorman also mentioned that he is seniormost mazdoor whose L.T.I. No. 10 and that they were authorised and all the people who are working are juniors to him.

14. WW-10 is Laxminarayana also deposed that 19 persons were juniors to him.

15. MW-1 is D. Satyanarayana. Mazdoorman with L.T.I. No. 182 deposed that he joined as Khalasi on 24-5-1976 at Rajahmundry and that he is senior to all the petitioners in this case. According to him he worked for 5 days in 1976 and again when they reduced the work his services were ter-

minated and afterwards he worked with Bridge Inspector, Special Works, Rajahmundry. He worked as Revit heater. At Rajahmundry his L.T.I. No. is mentioned as 57. He marked Ex. M-4 as the photostat copy of the service card. He denied that Ex. M-4 is brought up for purpose of showing his seniority.

16. MW-2 is one V. Michael Raju. He brought the original service card and filed the photostat copy as Ex. M-5. According to him he was working as Welder since 10-12-1973 and he is senior to all of them. From 1979 he worked as Welder under Bridge Inspector, Rajahmundry with L.T.I. No. 134. Ex. M-5 is in two sheets. According to him he worked from 1973 to 9-12-1974 under the Bridge Inspector, Rajahmundry. Under Ex. M-5 and under M-5A he worked under permanent Weigh Inspector Rajahmundry.

17. MW-3 is Y. Venkat Rao who worked for two years before he was terminated on 18-12-1971 as Doorman. The original service card is produced and he filed the photostat copy Ex. M-6. His L.T.I. number is 47.

18. MW-4 is one G. Sheshagiri Rao, Mazdoorman since 10-6-1974. He filed the service particular as photostat copy Ex. M-7. According to him they were old in service when compared with the petitioners.

19. MW-5 is P. Venkat Rao, working as Mazdoorman BRI, Rajahmundry since 1978. He worked in Extra Labour Reserve for removing the silt in presettlement tank under Inspector of Works Rajahmundry, and the photostat copy of the service card is filed as Ex. M-8. His L.T.I. No. is mentioned then as 238. Subsequently in January 1978 according to him he joined again with L.T.I. No. 76 under BRI, Rajahmundry. According to him he joined BRI, Rajahmundry after he was stopped in I.O.W. Rajahmundry on 9-4-1978.

20. MW-6 is one A. Venkat Rao, Mazdoorman who worked from 1975 in Permanent Way Inspector Office. According to him his identification card is shown as Venkatramaiah and he made an application to correct his name as Venkat Rao and he also filed an affidavit in this connection for correction. He also filed Transfer Certificate showing that he is only Annimelli Venkatramaiah son of Sooraiiah and marked the photostat copy of the affidavit as Ex. M-9 and the marks sheet as Ex. M-10 and the S.S.C. Certificate as Ex. M-11 photostat copy of labour card is marked as Ex. M-12. According to him he was senior to petitioners in I. D. No. 7 of 1986 for two days in 1975 as he worked as Mazdoorman. Later he became Hammerman in 1979.

21. MW-7 is one K. Veerasa Mazdoorman in BRI, Rajahmundry since 1966. According to him he did not take service card. Whenever the wages were paid he used to put his thumb impression on the pay scales. It is his case that he lost his service card and he applied twice.

22. MW-8 is one A. Asirwatham who is Mazdoorman joined service in 1966. It is his case that he lost his service card in the cyclone of 1984.

23. MW-10 is K. C. H. Babu Rao who mentioned that he brought the duplicate service card and marked as Ex. M-13. According to him he worked in 1974 for four months from 10-6-1974 to 9-10-1974.

24. MW-10 is K. C. H. Babu Rao who mentioned that he knew all the petitioners and he is senior to them. The photostat copy of original service card is marked as Ex. M-14.

25. MW-11 is R. John. He said that he was working as Khalasi from 19-1-1978 in I.O.W. Rajahmundry and he produced the original service card and he marked photostat copy as Ex. M-15. He admitted that he signed Ex. W-26 at S. No. 2. According to him as per Ex. M-15 he worked as Mazdoorman from 17-1-1978 as I.O.W. Special Works, Rajahmundry.

26. MW-12 is one I. Appa Rao who worked from 21-1-1978 under I.O.W. Special Works Rajahmundry. According to him he produced his original service card at the time of retrenchment and the photostat copy of the original is marked as Ex. M-16. The L.T.I. number is 54.

27. MW-13 is one K. Venkateswar Rao. Khalasi who worked from 10-6-1976 to 9-8-1976. According to him thereafterwards he worked for two months. He marked Ex. M-17



and M-18 as his application for Casual Leave Card and the certificate given by his superior in that context.

28. MW-14 is one K. Venkatramana who joined as Khalasi in 1978. He denied that he ever worked as Revitter.

29. MW-15 is N. Appa Rao, A. C. Driver at BRI, Rajahmundry and he joined service for the first time on 23-1-1978 as Mazdoorman. The photostat copy of the same is marked as Ex. M-20.

30. MW-16 is A. Kondayya, Watchman since 1980 at Rajahmundry Bridge Inspector's Office. He marked the photostat copy as Ex. M-21. He also asserted that he was seniormost of all the petitioners.

31. MW-17 is J. Nageswar Rao. He is the Assistant Bridge Inspector in 1964. According to him he was transferred to Rajahmundry in December 1978 as Bridge Inspector, Special Works and since then he was working as Bridge Inspector, Rajahmundry only. It is his case that before he joined as Bridge Inspector another Bridge Inspector, Special Works and one Vishnumurthy is also posted as Bridge Inspector, Rajahmundry (Revenue). According to him Vishnumurthy was transferred on promotion from Rajahmundry in July 1979 and he was in charge of the post after his transfer. It is his case that they were maintaining separate pay sheet in both BRI, Rajahmundry and Special Works. The casual labour including Khalasi and thus petitioners in I. D. No. 7/85 are paid daily wages. He asserted that there are different categories of work and designations for these petitioners and they are called Revitters, Snapman, Drillers, Blacksmith, A.C. Drivers, Welders, Watchman and Khalasis etc., and they are skilled categories and their wages are different from unskilled, skilled, semiskilled categories. He filed pay sheet on 9-12-1979. The Revitters are paid at Rs. 10.30 semiskilled hammerman is paid Rs. 7.35 and unskilled mazdoorman is paid Rs. 5.15 per day as wages. According to him the Management completed the works on hand and there was no necessity to continue the workers after the completion of these works and after considering the inter se seniority of the workers those who were junior when past service was taken into consideration particulars of workers after giving notice to them. The petitioners who were juniors were terminated. It is also his case that he asked the casual labourers to submit their records or certificates of old service in the department to show that they previously worked and these petitioners did not submit any record to show that they have old service to their credit to be kept as seniors in their respective posts. He asserted that the witnesses examined for the management as per MW-1 to MW-16 showed their past service records and basing upon their seniority they were continued. The Department wanted to discontinue the retrenched 18 people as there was no necessity to continue them due to lack of work. He also deposed that L.T.I. Register is maintained for casual labour and the L.T.I. Register will not show the inter se seniority. It is only discriptive roll to give the employees' bio-data. He admitted that when daily rated employees works continuously in the same category for more than 120 days without being absent on any date of work he is eligible to get the monthly wages. He asserted that none of these petitioners in I. D. No. 7 of 1985 were monthly rated wages on the date of retrenchment and therefore their wages are calculated at the time of termination of daily wages rate. The compensation was paid to them as per Ex. M-22, and one months notice pay paid to the petitioners as per Ex. M-23. He mentioned that the petitioners 2, 11 and 14 are gainfully employed now and he filed separate pay sheets for B.R.I. Revenue and B.R.I. Special Works as Ex. M-24 and M-25 and that he also filed photostat copy of L.T.I.s entries of K. Veerasa. Abotula Aseerwadham from the original L.T.I. Registers maintained by the Department, as Ex. M-26 and M-27. He also produced the original registers in the Court. According to him Abotu Aseerwadham in L.T.I. No. 527 he joined duty on 23-2-1966 for the first time. Veerasa on the other hand with L.T.I. No. 437 joined on 10-1-1966 and there were no vacancies that arose subsequently.

32. MW-18 is one C. B. Sundara Sastry who is the Divisional Personnel Officer, Vijayawada, South Central Railways since February 1985. He says that he is acquitted with the matter in the dispute. He asserted that there employees worked as casual labour at B.R.I. office, Rajahmundry for some time. They are only casual labour as the work came to an end. The casual workers retrenched who were junior most among them categorywise were picked up and they

were served with notice of termination after complying the formalities of paying one month's wages and one month's compensation. He filed the notices issued to the employees they are marked as Exs. M-28 to M-44. The rules under which the casual labourers are appointed are enumerated in Exs. M-45. According to Rule 9 of Ex. M-45 the relevant columns are to be maintained in the L.T.I. register. Column 6 shows the date of appointment and column 9 if it shows the date of rist working as substitute for casual labour and the same contains the other details also. According to him it is only a discriptive roll. He deposed that L.T.I. Register were maintained for B.R.I., Rajahmundry and B.R.I. Special Works, Rajahmundry separately. Normally L.T.I.s are taken serialwise and he filed L.T.I. Register for B.R.I. Rajahmundry for the period from 1957 to 1965 containing L.T.I. 1 to 435 as per Ex. M-46. He also filed L.T.I. Register No. 2 for the same B.R.I. Rajahmundry containing L.T.I. Nos. 432 to 721 as per Ex. M-47 and he filed another register B.R.I. Rajahmundry. It contains S. Nos. from 20-11-67 to December 1973 containing L.T.I.s, Nos. 727 to 1101 as per Ex. M-48 similarly he marked L.T.I. for B.R.I. Special Works, Rajahmundry from September 1962 to July 1967 containing L.T.I. Nos. 1 to 547 as per Ex. M-49 and the second Register pertaining to the same from December 1968 to September 1971 containing the L.T.I. numbers 1 to 211 as per Ex. M-50. Similarly he marked Volume III of the same special works from August 1972 to August 1975 containing L.T.I. 1 to 280 as per Ex. M-51. It is also mentioned that all these registers are maintained officially in the normal course of our transaction. The xerox copy of Aseerwadham and Veerasa are marked as Exs. M-52 and 53 after proceeding the original service records.

33. At the outset it is worth noting that out of 16 people involved in the reference three workmen left the jobs and they got themselves employed elsewhere. They are S. Simbachalam (S. No. 2) M. K. Nambudripad (S. No. 14) and M. Trinadna Kumar (S. No. 11) Therefore with reference to them the only question that remains to be considered is about payment of wages, if any, in case the adjudication settled in favour of the workmen.

34. All these petitioners admittedly joined as Casual labour in BRI, Rajahmundry some time in 1978 or 1979 on various dates. These employees filed Writ Petition No. 3307/80 of High Court which is marked as Ex. M-76. It is contended that all of them completed four months continuous service and as per Rule 2501 of Railway establishment Manual they are eligible for temporary status and they should be paid authorised pay scales. It is also alleged that the Management have not chosen to pay them the authorised pay scales. But when represented this matter to the concerned authorities.

35. Regarding the payment of authorised pay scales they were served with notices and stopped from duties from 10-1-80 and on the same day they arranged payment of one month in lieu of notice and also 15 days salary towards retrenchment compensation. It is their case that they being illiterate and poor persons on the advice of the Management they accepted the same. In the Writ Petition affidavit filed by V. Venkateswar Rao in the High Court which is marked as Ex. M-76. But the Writ Petition was dismissed in para 3 of the Writ Petition they conceded that they were paid under provision of Section 25-F of the I. D. Act in fact they did not raise any dispute regarding violation of Section 25-F in Writ Petition No. 3307/80 that is filed by them. They received compensation without any demand. In other words on the date of retrenchment they were paid daily wages and retrenchment compensation also on daily wages only. So there is compliance of Section 25 is legal and factual. Admittedly the Assistant Engineer is the Unit Officer. Ex. M-31 would show that the Government of India as a matter of policy advised that the establishment of senior subordinate staff to be treated as industrial establishment in relation of casual labour as the unit of recruitment of casual labour. Inspector of Works, Permanent Way Inspectors and Traffic Inspectors are the senior subordinate staff who recruit casual labour locally and they are not also ordinarily not transferable from one place to another. So it is advised that to ensure every local establishment of senior subordinate staff to prepare and display seniority list particular category of casual labour employed therein including those who on completion of four months continuous service became eligible to some of the benefit admissible to temporary Railway servant. It is also further explained that whenever necessity



of affecting retrenchment of any casual labour arises in any such local establishment seniority list so maintained such establishment should be observed in accordance with Section 25-G of the I. D. Act and Rule 76 and 77 of Industrial Disputes Central Rules 1957. So Ex. W-31 also says that the Unit Officer who maintained Unit seniority for casual labour recruited legally for the services taken by them. The Bridge Inspector is Unit Officer and he is below the Assistant Engineer. Now the question is whether the notice given to them which are marked as Exs. M-28 to M-44 showing the order of termination complied with the provision of Section 25-F are not. The case of the worker is that though they were stopped from 10-1-1980 under these orders, the compensation was paid on 11-1-1980 and Management accepted that they paid it only on 11-1-1980 and therefore the provision was not complied with as there was delay in payment. In this context they relied upon the decision reported in National Iron and Steel Co. v. State of West Bengal (AIR 1967 S.C. Page 1206 at page 1210 para 9). It was a case that the notices were dated 15-11-1958 to the effect that the employees stand terminated with effect from 17-11-1958 and they were asked to take one month's wages in lieu of notice of termination and the workmen further asked to collect their dues from Cash office from 20th November 1958, and the contention was that Section 25-F had been complied with under which it was incumbent on the employer to pay the workman the wages for the period of the notice in lieu of the notice. Therefore it was held that Section 25-F was not complied with. But in the instant case notices under Exs. M-28 to M-44 would show that they were required to come into effect from 10-1-1980 and they stand terminated with effect from 10-1-1980 and they were asked to take their one month's wages for the wage period from 10-1-1980 to 9-2-1980 in lieu of one month's termination of notice and it is dated 7-1-1980. So there is nothing like the Management asking them to take on 11-1-1980 wage period being from 10-1-1980 to 9-2-1980 no irregularities is committed when the cash was received on 11-1-1980, it cannot be said that it was not in strict compliance with Section 25-F the said case has no application to the present facts. The Workers relied upon the decision in Viney Kumar v. State (AIR 1968 page 227) In para 14 it is mentioned that the incumbent upon the Management to pay one month's wages in lieu of notice for the period of notice that is to be done before the actual retrenchment. It is to precede the retrenchment and not to follow it. In that case it was found that obviously the condition precedent for the retrenchment envisaged by Section 25-F have not been fulfilled. Therefore it is invalidated the order of retrenchment itself. In that case the Petitioner was employed on 28-10-1966 and he was retrenched on 8-9-1967. In that case actually the order of retrenchment was passed by the Chief Engineer on 31-1-1967 in which the petitioner was not listed for retrenchment but subsequently the petitioner was retrenched on 8-9-1967 and the allegation was that the said retrenchment was bad as persons junior to him had been retained when he came to be retrenched on 8-9-69 violating Section 25-G. The Government relied upon Ex. 6 stating that one month's notice had been given by Ex. 6 inter alia recited that all retrenched Engineering subordinate shall get one month's notice pay. It was held in that case that it cannot be said that it was advance notice for termination of employment. In the instant case Ex. M-26 to M-44 would show that they were dated 7-1-1980 and the date of termination is 10-1-1980 and they were asked to take their one month's wages for the period from 10-1-1980 to 9-2-1980 in lieu of one month's termination notice and the same was also complied with and there is no irregularity and the Writ Petition Ex. M-76 para 3 would also confirm the same. Therefore the allegation that Section 25-F was not complied with is far fetched.

36. The argument of the Workers that these notices issued under Ex. M-28 to M-44 are not the notices as contemplated under Section 25-F is not correct. In May and Baker (India) Ltd. v. Their Workmen (AIR 1967 S.C. page 678) It was a case where the services were terminated from September 30th 1953 on payment of one month's salary in lieu of notice in such a case the services comes to an end on the date from which it is terminated. It is pointed out that if the matter would be different if the notices had been given to a particular person and after that after one month's notice his services had been terminated. It was a case where he was not given one month's notice but his services were terminated from 30th September and he was given one month's pay in lieu of notice. The Supreme Court said that they had no reason to interfere the order allowing one month's

average pay as retrenchment compensation to the petitioner. First of all it was a case where before Section 25-F came into force, was being discussed. Section 25-F came into force on October 24, 1953 while the service of the Petitioner were terminated from 30th September, 1953. So even that decision had no application to the present facts of the case and the payment of compensation one month's notice lieu of is properly complied with and Section 25-F is legally complied and moreover in the rejoinder it is explained that the petitioners were paid wages from 10-1-1980 to 9-2-1980 towards notice pay and as such there is no infirmity in the order of retrenchment passed on them. It is also mentioned as per the decision taken by the Management on 7-1-1980 retrenched the petitioners till payment of notice pay and retrenchment compensation was prepared and submitted to the Account Department on 8-1-1980 and the same was sanctioned on 9-1-1980 and made arrangement for retrenchment compensation and notice pay at Rajahmundry where the petitioners were working on the date of retrenchment. It is also worth noting that the Management further clarified that the accounts office is situated in Vijayawada and after passing the amount the same was brought back to Rajahmundry to disburse the payment. Therefore the action of the Management in payment as contemplated under the Act is bona fide and there is no delay or non-compliance of Section 25-F. Moreover in the notice option is given stating that they will be paid one month's wages for the wage period from 10-1-1980 to 9-2-1980 in view of one month's termination notice and the same is complied with. A careful perusal of Ex. W-26 dated 28-12-1979 would show that they gave a representation stating that they had continuous service and they attended 120 days continuous service by month of July 1979 but actually the management denied having received such a representation. Having admitted that they have received retrenchment compensation for 15 days and also one month's salary in lieu of notice under Ex. M-76 and the Management denied that they have received Ex. W-26. It is worth noting that Ex. W-26 document which is properly proved according to law. Even under Ex. W-26 there are certain inconsistencies R. John was not retrenched though he was petitioner in Ex. W-26. So the said petition is not really correct. Further even according to Ex. W-26 it is mentioned about 12 workers whereas it is their case that 16 persons were retrenched. So the Management cannot be found fault as if that 16 persons were retrenched and that there was representation on this aspect basing upon Ex. W-26 and which is not received by the Management and there is no proof which consist of 12 names that it was sent also except Ex. W-26 being filed at the time of evidence. In the notices of retrenchment under Exs. M-26 to M-44 as could be seen their designation was also mentioned and it is also shown categorywise and also indated category basis and the industrial dispute number as well as Bridge Inspector under whom these petitioners were working with a copy of Assistant Commissioner of Labour, Vijayawada. All these retrenchment notices Exs. M-28 to M-44 were done on the category basis and therefore Section 25-F is not at all attracted.

37. The question to be seen now is whether the principle of last come first go was strictly observed in between these workers who are removed and those retained ultimately. As it is said an admitted fact that the works were completed and as there was no work to be continued retrenchment was affected. Having complied with formality of Section 25-F in a given case like this. There was lot of cross examination of officials of the Railways on this aspect that they did not maintain the records properly and some of retrenched workers were senior to those who were retained in service. Of course the Management examined MW-1 to MW-16 to show that they were having respective seniority and that they also brought their cards of employment and they being seniors were kept in service while others were terminated. They filed a photostat copy of theirs and document on behalf of them is Ex. M-1 to M-21 are marked showing their service cards. Now MW-17 and MW-18 are the main witnesses for the management who are concerned Bridge Inspector, Rajahmundry. When MW-17 joined as Bridge Inspector, Special Works, Rajahmundry there was one Bridge Inspector, subsequently Bridge Inspector Special Works was created and one Vishnumurthy is posted as Bridge Inspector, Rajahmundry. MW-17 he knew all the petitioners in this dispute and that he was kept in charge of Vishnumurthy and he was transferred from Rajahmundry in July 1979 and also thereafter he asserted that they are maintained separate pay sheet in both Bridge Revenue

and Special Works. According to him there are different categories of work and designations for these petitioners and they are called Revitters, Snapman, Dillers, Blacksmith A.C. Drivers, Welders, Watchmen and Khalasis etc., and it is not in dispute that the skilled category workers have separate wages which are different from unskilled and semi-skilled categories. He also mentioned that the pay sheet dated 9-12-1979 with reference to Revitters to show that a skilled worker is paid Rs. 10.30 and Hammerman is paid Rs. 7.35 unskilled mazdoor is paid Rs. 5.15 per day. According to him all these petitioners who are contesting are juniors as casual labour and they failed to submit records or old service cards in the department in the respective categories where they worked and when there was no necessity to continue the workers after completion of works the inter se seniority was considered and those who were juniors were retrenched. He also asserted that none of these petitioners submitted any record to show that they have got old service to their credit to be kept as seniors to the post and those namely MW-1 to MW-6 who showed their past service records were continued on the basis of seniority. It is his case that the department wanted to retrench 18 people as there was no necessity to continue them due to lack of work. Now the L.T.I. Register is maintained for the casual labour to show that the descriptive role given the employees bio data and it is taken for checking pay sheets reference they are proper person is paid wages or not, and it is also asserted by him that none of these petitioners in I. D. No. 7 of 1985 were on monthly rated wages on the date of retrenchment and their wages calculated on termination of daily wages rates and the compensation is also paid as shown under Ex. M-22 and one month's notice pay was also paid as shown under Ex. M-23 and he asserted that there was no recruitment afterwards i.e. after these people were retrenched. He filed separate pay sheets of BRI Revenue and BRI special works as Exs. M-24 and M-25 and the records of all the casual labour who worked earlier also is also available in Railway Administration and he admitted the same with photostat copy with L.T.I. entries and the same are marked as Exs. M-26 and M-27. Actually MW-17 produced the original register to substantiate his claim with reference to these statement under Exs. M-24 to M-27 the seniority list maintained for labour by them is marked as Ex. M-2 and he asserted the seniority list is prepared on man days put up by each casual labour by seeing the records and service cards.

38. Admittedly L.T.I. and service registers the seniority lists are prepared. MW-13 mentioned that they got all the L.T.I. Registers and service registers pertaining to these petitioners as well as alleged juniors to MW-1 to MW-16 and he asserted there was nothing absurd or that there was no indication that these petitioners were ever seniors to those who were retained. According to him L.T.I. number indicated is not criteria of the seniority of the individuals. To show the same he cited an example of L.T.I. 38 in Ex. M-3 of M. Rama Rao. According to him 38A M. Rama Rao is a Welder and 38 is one M. Yellayudham and 39 is one Govindu Revitter and therefore there is no purpose in contending that by virtue of L.T.I. 38 in Ex. M-3 that Rama Rao can be declared senior. Similarly he showed L.T.I. 102 with reference to V. Prasada Rao and therefore L.T.I. 44 in the serial number column and also with reference to S. No. 103. With reference to K. Satyanarayana and another S. No. 55 down below and what it refers to. Subsequently he said that those S. Nos. in Ex. M-3 as against 102, 103 and 104 referred to the earlier number of the same persons but he denied the suggesting that L.T.I. entries indicate the seniority. At any rate he was present who was present when Ex. M-2 seniority was prepared. He denied that he ever mentioned that L.T.I. shown in Ex. M-3 with reference to these persons indicated that they were seniors to the persons retained. He asserted more than one time that all these petitioners are juniors to persons retained. He explained in the case of Veerasha L.T.I. No. 437 that he worked for 10 days in special works in 1966 and thus he was senior and similarly Kalesha with S. No. 280 was in service from 24-1-1978 but he produced the original service card to justify the same and the case of Namudripad, he did not show the service card at any time showing the seniority and in the case of V. Venkateshwar Rao he did not produce the service card showing that he joined the service on 19-1-1978. But he produced service card subsequently as per Ex. W-14. But he denied Ex. M-2 is not prepared categorywise. According to him L.T.I. register is only maintained to show labourers name, his fathers name, house

address, thumb impression for identification of persons and not for any other purpose and the daily rated workers are not entitled for bonus; coupled with this evidence the evidence of MW-18 would also show that as the work came to an end; Casual labourer who were employed were retrenched and the juniormost among the categorywise picked up and they were served with notice of termination. Ex. M-45 is filed to show to which casual labourers are appointed. According to him casual labour no service card is maintained except the L.T.I. which contains the descriptive rolls of casual labour. He denied the suggestion that just like MW-17 evidence that the seniority maintained for seniority of employees. He also asserted that it is only descriptive role and that separate L.T.I. register maintained for BRI, Rajahmundry and BRI Special Works, Rajahmundry to justify his contention he filed L.T.I. for BRI, Rajahmundry for the period from 1957 and 1965 containing L.T.I. 1 to 35 as per Ex. M-4. Similarly he filed L.T.I. for the same BRI, Rajahmundry containing L.T.I. S. Nos. 432 to 721 as per Ex. M-47 and he filed L.T.I. register which contains from 20-11-1967 to December 1973 containing L.T.I. 727 to 1101 as per Ex. M-48. Similarly he marked L.T.I. BRI Special Works, Rajahmundry from 1962 to July 1977 containing L.T.I. register No. 1 to 147 as per Ex. M-49 and the second L.T.I. Register special works from December 1968 to September 1971 containing L.T.I. No. 1 to 111 as per Ex. M-15 and the third L.T.I. register for the same Special Works from October, 1972 to October 1975 containing L.T.I. 1 to 218 as per Ex. M-51. He also deposed on oath all these registers are maintained officially in the normal course of their transactions and that casual labour who are engaged are issued casual labour service card. He filed xerox copies of service cards as per Ex. M-52 and M-53. He denied the suggestion that these petitioners are seniors to those who are retained. He explained the searching questions put about the person A. Kondiah as well as Simbachalam, A. Aswerdhan, K. Sambasiva, K. Veerasha and others and explained why and how they are not seniors to the Respondents who were kept in service. It is asserted that the relevant rules are mentioned in the Railway because Board was strictly followed as shown under Ex. W-31 and there is no inconsistency. Now a suggestion was made that the registers Ex. M-45 to M-51 were not properly maintained. Perhaps there was no basis of such suggestion. The original records are filed before the Tribunal and he explained some of the points raised with reference to Ex. M-3 following carefully regarding the so called inconsistency and explained that there was no such inconsistency. All these petitioners if they are taken respective category with reference to the persons who worked with them categorywise, they could not show how they were seniors to the Petitioners retained though there were searching cross-examination as can be seen. The original registers Ex. M-45, M-46 to M-51 were made available with reference to BRI, Rajahmundry, BRI, Special Works from 1967 to 1975. In the first case from 1962 to 1975 in the case of BRI, Special Works, Rajahmundry. He denied the suggestion that A. Kondayya having worked in 1961 as per Ex. M-22 and M-55 were not shown in Ex. M-46. According to him he left service on 15-7-1963 and he again reengaged on 21-7-1965 and working since then as seen from Ex. M-21. So the sole point to be seen is whether there is any overlapping of seniority purposeful of these petitioners.

39. The argument is raised that MW-16 (M-55) and MW-8 (M-47), MW 9 (M-51), MW-7 (M-49), MW-4 (M-51), MW-2 (M-71) that they left their service and they were engaged afresh and therefore they cannot be given seniority for earlier service. It is a point raised by the counsel for the workmen. On the other hand notices given to workers. They were asked to show their previous service cards if any, for considering inter se seniority in categorywise. Therefore simply because the word they left service is there, it cannot be said that they left on their volition. Such presumption and assumptions cannot be drawn against these workmen. Ex. W-31 would show as well as MW-18 also says that unit seniority is always consider and inter se seniority is always seen from the registers in the book BRI, Rajahmundry and BRI Special Works Rajahmundry separately. The names mentioned in BRI Special Works in the retrenchment order cannot be made a serious point as contended by the workmen counsel. Only one Bridge Inspector was incharge for both the offices when Vishnumurthy was not there working. MW-17 clarified the position. So the so-called construction in the oral evidence of MWs-1, 2, 3, 4, 5, 6, 7, 8 and 11 that there is only one BRI at a

particular point of time that when they joined service cannot be taken as gospel truth and same cannot be read with documentary evidence that is filed as per registers. MW-17 asserted that one Vishnumurthy was BRI. Rajahmundry before he took charge and he also filed separate registers maintained by the Management in this regard marked as Exs. M-46 to M-51.

40. Moreover the casual labour service cards must be kept with them and all the cards are filed before the Tribunal. In the case of MW-1 though his name was included in the register when he produced his earlier service particular he was retained. Infact the evidence of MW-17 goes to show that he wanted all the workers to furnish their earlier seniority service particulars and such those of employees who furnished were retained. So whether there is one Inspector or two Inspector for BRI, Special Works, BRI, Rajahmundry is besides the point and is immaterial and registers are maintained separately for the two Inspectors, BRI Rajahmundry and BRI, Special Works, Rajahmundry and the original register which are filed as required and as maintained in accordance with law are filed before this Tribunal and legally scrutinized and they stood the test of time and verification also. Ex. W-17 is a list prepared by the workers and not by the management. Similarly Ex. W-21 was prepared by WW-2. When the main reason for retrenchment is that there is no work and the same is not disputed and when these workers were retrenched categorywise, the seniority list filed under Ex. M-2 would show that these petitioners were juniors to those who were kept in service. Ex. M-73, dated 4-9-1980, M-74 dated 30-5-1977. M-75 dated 11-5-1977 would show the relevant instructions. Ex. M-73 would show that which is dated 4-9-1980. Every effort should be made to reengage the casual labourers who are liable to discharge due to completion of works, shrinkage of budget etc. as and when vacancies arose, on the basis of length of service and good conduct. Infact Ex. M-72 mentioned that every effort should be made to reengage casual labourers who are being discharged as and when vacancies arise on the basis of length of service and good conduct and Ex. M-74 would show that the authorities are requested to make all efforts to get the discharge labour from upon line construction or other department before writing to Divisional Superintendent for candidates and no fresh candidates can be recruited without the approval of the Divisional Superintendent. Ex. M-75 would show that when extra sanction has received for ELR discharge casual labour of their unit or other unit should be reengaged and the authorities should coordinate this and will in any circumstances allow enlisting of fresh candidates. It is mentioned that the construction labour of Engineering Department and S and T Department may also be reengaged in the Engineering Department of discharged labour of their Unit is exhausted. So all these will apply only if there is fresh recruitment and it is not shown that any fresh candidates were appointed after these retrenchment and none of the respondents MW-1 to MW-16 were fresh candidates viewed from any angle the contention was that they were juniors to the petitioners and the same was repelled by producing BRI, Rajahmundry and BRI Special Works Rajahmundry original registers maintained under Ex. M-46 to M-51. Therefore I find that there is no justification to hold that the termination done on 10-1-1980 were not properly done that they were unjustly done and that amount to illegal retrenchment. Exs. M-22 and M-23 would show that the retrenchment compensation and notice pay is also paid

41. Therefore on a careful consideration of the entire matter I hold that the action of the Divisional Railway Manager South Central Railway, Vijayawada in termination the services of 16 workmen listed in the reference with effect from 10-1-1980 and also in not employing any of them in the proposed vacancies immediately after the retrenchment is justified and they are not entitled for any relief

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 15th day of July, 1986.

#### Appendix of Evidence

Witnesses Examined on behalf of Workmen :

1. WW-1—V. Venkateswara Rao
2. WW-2—A. Charles

3. WW-3—S. Kalesha
4. WW-4—Ch. Appa Rao
5. WW-5—G. Venkateshwar Rao
6. WW-6—R. Gopi
7. WW-7—D. Jayaraj
8. WW-8—Pratap Reddy
9. WW-9—M. Prasad
10. WW-10—Laxminarayana.

Witnesses Examined on behalf of Management :

1. MW-1—D. Satyanarayana
2. MW-2—V. Michel Raju
3. MW-3—Y. Venkata Rao
4. MW-4—G. Sheshigiri Rao
5. MW-5—P. Venkat Rao
6. MW-6—A. Venkat Rao
7. MW-7—K. Veeresu
8. MW-8—A. Asirvatham
9. MW-9—T. D. Sambasiva Rao
10. MW-10—K. C. H. Babu Rao
11. MW-11—R. John
12. MW-12—J. Appa Rao
13. MW-13—K. Venkateshwar Rao
14. MW-14—K. Venkatramana
15. MW-15—N. Appa Rao
16. MW-16—A. Kondayya
17. MW-17—J. Nageswara Rao
18. MW-18—C. B. Sunder Sastry.

Documents marked on behalf of the Workmen :

- Ex. W-1—Photostat copy of the Service Particulars pertaining to Syed Kalesha.
- Ex. W-2—Photostat copy of the service particulars pertaining to D. Jaya Raju.
- Ex. W-3—Photostat copy of the service particulars pertaining to V. Venkateswara Rao.
- Ex. W-4—Photostat copy of the service particulars pertaining to A. Charles.
- Ex. W-5—Photostat copy of the service particulars pertaining to Ch. Appa Rao.
- Ex. W-6—Photostat copy of the service particulars pertaining to P. Velayudhan.
- Ex. W-7—Photostat copy of the service particulars pertaining to P. K. Krishnan.
- Ex. W-8—Photostat copy of the service particulars pertaining to M. K. Nambudripad.
- Ex. W-9—Photostat copy of the service particulars pertaining to T. Venkateswarlu.
- Ex. W-10—Photostat copy of the service particulars pertaining to M. Thrinadha Kumar.
- Ex. W-11—Photostat copy of the service particulars pertaining to M. Prasad.
- Ex. W-12—Photostat copy of the service particulars pertaining to Sri K. Lakshminarayana.
- Ex. W-13—Photostat copy of the service particulars pertaining to R. Gopi.
- Ex. W-14—Photostat copy of the service particulars pertaining to G. Venkateswara Rao.
- Ex. W-15—Photostat copy of the service particulars pertaining to D. Pratapa Reddy.
- Ex. W-16—True copy of the Judgement dated 29-1-83 in W.P. No. 3307/80 of High Court of Judicature, A.P.
- Ex. W-17—Statement showing the particulars of service of the petitioners and their juniors retained in service.

- Ex. W-18—True copy of the failure of conciliation report dated 4-8-84 between South Central Railway Employees Union, Vijayawada and the Divisional Railway Manager, S.C. Railway, Vijayawada.
- Ex. W-19—True copy of the letter dated 28-12-83 addressed by P. Papayya Sastry to the Asstt. Labour Commissioner (Central) Port Area, Visakhapatnam with regard to retrenchment of casual labour.
- Ex. W-20—True copy of the Memorandum dated 28-12-83 with regard to grant of monthly scales of pay in favour of the retrenched casual labour.
- Ex. W-21—True copy of seniority list submitted by Sri A. Charles L.T.I. No. 58.
- Ex. W-22—True copy of the statement of Sri P. Papayya Sastry DPO BZA in the I.D. between the Management of South Central Railway BZA and their workers represented by South Central Railway Employees Union on the discussions held on 13-12-1983.
- Ex. W-23—True copy of seniority list submitted by Sri S. Kalecha L.T.I. No. 66.
- Ex. W-24—True copy of seniority list submitted by Sri Sh. Appa Rao, L.T.I. No. 56.
- Ex. W-25—True copy of seniority list submitted by Sri G. Venkateswara Rao L.T.I. No. 59.
- Ex. W-26—Letter dated 28-12-79 signed by 12 workmen addressed to the Sr. Divisional Personnel Officer, S.C. Railway, Vijayawada regarding eligibility for temporary status and to draw authorised pay scales.
- Ex. W-27—Postal acknowledgement receipt dated 28-12-1979.
- Ex. W-28—True copy of seniority list submitted by Sri R. Gopi.
- Ex. W-29—True copy of seniority list submitted by Sri D. Jayaraj.
- Ex. W-30—True copy of seniority list submitted by Sri D. Pratap Reddy.
- Ex. W-31—Letter No. E(LL)/71/AT/JD/1—7, dated 22-1-74 issued by Asstt. Director, Estt. Ministry of Railways, regarding maintenance of seniority list of workmen before retrenchment under the provision of 25-G of the Industrial Disputes Act, and Rules 76 and 77 of I.D. (Central) Rules, 1957.

Documents marked for the Management

- Ex. M-1—Annexure-B Termination order of Sri Ch. Apparao Rivetter.
- Ex. M-2—Seniority list of casual labour in the unit of Bridge Inspector, Rajahmundry as on 9-1-80.
- Ex. M-3—L.T.I. Register B.R.I.-O-RJY.
- Ex. M-4—Photostat copy of service card of Sri D. Satyanarayana.
- Ex. M-5—Photostat copy of service card of Sri V. Michel Raju with LTI No. 1093.
- Ex. M-5(A)—Photostat copy of service card of Sri V. Michel Raju with LTI No. 101.
- Ex. M-6—Photostat copy of service card of Sri M. Suryanarayana.
- Ex. M-7—Photostat copy of duplicate service card of Sri G. Seshagiri Rao.
- Ex. M-8—Photostat copy of service card of Sri P. Venkata Rao.
- Ex. M-9—Photostat copy of affidavit (in duplicate) pertaining to Sri A. Venkata Ramaiah.
- Ex. M-10—Photostat copy of transfer certificate pertaining to Sri A. Venkataramaiah.
- Ex. M-11—Photostat copy of 10th Class Memorandum marks pertaining to Sri A. Venkataramaiah.
- Ex. M-12—Photostat copy of service card of Sri A. Venkataramaiah.
- Ex. M-13—Photostat copy of duplicate service card of Sri T. D. Sambasiva Rao.
- Ex. M-14—Photostat copy of service card of Sri K. Ch. Babu Rao.

- Ex. M-15—Photostat copy of service card of Sri R. John.
- Ex. M-16—Photostat copy of service card of Sri I. Appa Rao.
- Ex. M-17—Photostat copy of letter of BRI/RJY dated 25-7-1985.
- Ex. M-18—Photostat copy of service card of Sri K. Venkateswararao.
- Ex. M-19—Photostat copy of service card of Sri K. Venkatramana.
- Ex. M-20—Photostat copy of service card of Sri N. Appa Rao.
- Ex. M-21—Photostat copy of service card of Sri Avala-
- Ex. M-22—Bill of retrenchment compensation of casual labour daily rates of pay under BRI/RJY.
- Ex. M-23—Bill of one month's notice pay on account of retrenchment of casual labours on daily rate of pay under BRI/RJY.
- Ex. M-24—ELR Pay Sheet of BRI/S.W/RJY Section for the wage period from 10-12-79 to 9-1-80.
- Ex. M-25—ELR Pay Sheet of BRI/Revenue/RJY for the wage period from 10-12-79 to 9-1-80.
- Ex. M-26—Photostat copy of LTI entry of K. Veeresu from the original LTI register.
- Ex. M-27—Photostat copy of LTI entry of Abothu Aserwadam from the original LTI register.
- Ex. M-28—Annexure 'B' was issued to Sri D. Nagabhushanam for terminating his service with effect from 10-1-80.
- Ex. M-29—Annexure 'B' was issued to Sri M. Prasad for terminating his services with effect from 10-1-80.
- Ex. M-30—Annexure 'B' was issued to Sri M. Thrinadhikumar for terminating his services with effect from 10-1-80.
- Ex. M-31—Annexure 'B' was issued to Sri T. Venkateswarlu for terminating his services with effect from 10-1-80.
- Ex. M-32—Annexure 'B' was issued to Sri K. Lakshminarayana for terminating his services with effect from 10-1-80.
- Ex. M-33—Annexure 'B' was issued to Sri P. Velayudhan for terminating his services with effect from 10-1-80.
- Ex. M-34—Annexure 'B' was issued to Sri D. Javarain for terminating his services with effect from 10-1-80.
- Ex. M-35—Annexure 'B' was issued to Sri R. John for terminating his services with effect from 10-1-80.
- Ex. M-36—Annexure 'B' was issued to Sri Revu Gopi for terminating his services with effect from 10-1-80.
- Ex. M-37—Annexure 'B' was issued to Sri A. R. Charles for terminating his services with effect from 10-1-80.
- Ex. M-38—Annexure 'B' was issued to Sri G. Venkateswara Rao for terminating his services with effect from 10-1-80.
- Ex. M-39—Annexure 'B' was issued to Sri S. Simhachalam for terminating his services with effect from 10-1-80.
- Ex. M-40—Annexure 'B' was issued to Sri V. Venkateswara Rao for terminating his services with effect from 10-1-80.
- Ex. M-41—Annexure 'B' was issued to Sri Sk. Kalisha for terminating his services with effect from 10-1-80.
- Ex. M-42—Annexure 'B' was issued to Sri M. K. Nambodripad for terminating his services with effect from 10-1-80.
- Ex. M-43—Annexure 'B' was issued to Sri D. Prathapa Reddy for terminating his services with effect from 10-1-80.

- Ex. M-44—Annexure 'B' was issued to Sri P. K. Krishna for terminating his services with effect from 10-1-80.
- Ex. M-45—Book for Rules Regulating recruitment and other service conditions of Casual Labour and substitutes.
- Ex. M-46—LTI Register of BRI/RJY from 10-12-57 to 26-8-65.
- Ex. M-47—LTI Register of BRI/RJY for the period from 11-9-65 to 15-8-67.
- Ex. M-48—LTI Register of BRI/RJY for the period from 20-11-67 to 29-12-73.
- Ex. M-49—LTI Register of BRI/Special Works/RJY for the period from 9/62 to 10-7-67 (Sl. Nos. 1 to 547).
- Ex. M-50—LTI Register of BRI/O/SW/RJY for the period from 10-12-68 to 13-9-71.
- Ex. M-51—LTI Register of BRI/RJY for the period from 11-8-72 to 23-8-75.
- Ex. M-52—Photostat copy of service card of Sri Abothu Asweerwadam.
- Ex. M-53—Photostat copy of service card of Sri K. Veerasa.
- Ex. M-54—Register of service particulars from 11-9-61 onwards containing 176 pages with LTI Numbers.
- Ex. M-55—The relevant entry of Avula Kondajiah at page 131 who joined service on 22-2-61 in Ex. M-54.
- Ex. M-56—Casual Labour Service Register of BRI/O/RJY for the period from 30-1-78 to 15-4-78.
- Ex. M-57—Extract (Photostat copy) of LTI Register of A. Venkata Ramaiah.
- Ex. M-58—Extract (Photostat copy) LTI Register of D. Satyanarayana.
- Ex. M-59—Extract (Photostat copy) LTI Register of D. Satyanarayana.
- Ex. M-60—Extract (Photostat copy) of LTI Register of Sri I. V. V. Appa Rao.
- Ex. M-61—Extract (Photostat copy) of LTI Register of Sri R. John.
- Ex. M-62—Extract (Photostat copy) of LTI Register of Sri K. Venkateswara Rao.
- Ex. M-63—Extract (Photostat copy) of LTI Register of Sri K. Venkateswara Rao.
- Ex. M-64—Extract (Photostat copy) of LTI Register of Sri N. Appa Rao.
- Ex. M-65—Extract (Photostat copy) of LTI Register of Sri K. Ch. Babu Rao.
- Ex. M-66—Extract (Photostat copy) of LTI Register of Sri K. Venkataramana.
- Ex. M-67—Extract (Photostat copy) of LTI Register of Sri K. Venkataramana.
- Ex. M-68—Extract (Photostat copy) of LTI Register of P. Venkata Rao.
- Ex. M-69—Extract (Photostat copy) of LTI Register of P. Venkata Rao.
- Ex. M-70—Extract (Photostat copy) of LTI Register of Sri A. Aseervadham.
- Ex. M-71—Extract (Photostat copy) of LTI Register of Sri V. Michel Raju.
- Ex. M-72—Extract of Railway Board's Conf. Lr. No. F (NG)/II/75/CL/28 dated 7-5-1975 with regard to for engaging the casual labour as and when vacancies arise on the basis of their length of service and good conduct.
- Ex. M-73—Railway Board's Letter No. E(NG)/II/80/CL/5, dated 49-80 with regard to employment of casual labour on Railways.
- Ex. M-74—By consent—Letter No. B/P. 407/P dated 30-5-77 issued by Divl. Supdt./B/A to all FWs/JOWs/AENs on BZA Division in regard to ban against engagement of fresh casual labour.

Ex. M-75—By consent—Letter No. B/P. 407/P dated 11-5-77 issued by Divl. Supdt./BZA to all Supervisors, AEs in regard to ban against engagement of fresh casual labour.

Ex. M-76—By consent—Copy of W.P. No. 3307 of 1980 on the file of High Court of A.P. Hyderabad filed by the workmen of S.C. Railway.

J. VENUGOPALA RAO, Industrial Tribunal  
[No. L-41011/27/84-D.II (B)]

का. अ. 3255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नार्थन रेलवे लखनऊ के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 अगस्त 1986 को प्राप्त हुआ था।

S.O. 3255.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on the 20th August 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, KANPUR.

Industrial Dispute Nos. 245/83 and 244/83

Shri Ram and others (245/83)

Shri Mata Prasad and others (244/83)

C/o. Zonal Working President URKU, 96/196 Roshan Bajaj Lane, Ganeshganj, Lucknow.

AND

The Divisional Railway Manager, Northern Railway, Hazratganj, Lucknow.

APPEARANCE :

Shri B. D. Tewari, representative for the workmen  
96/196 Roshan Bajaj Lane, Ganesh Ganj, Lucknow.

None for the management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification nos. L-41011/31-D.II(B) dt. 9-12-83, and L-41011/31/83-D.II (B) dated 9-12-83 has referred the following disputes for adjudications to this Tribunal :

In I. D. No. 245/83 :

Whether the action of the management of Northern Railway, Lucknow in relation to Divisional Railway Manager, Lucknow, in not absorbing and terminating the services of Shri Sri Ram, Nankoo and Bhagoti Gangmen from 14-8-81 is justified ? If not, to what relief are the workmen concerned entitled ?

In I. D. No. 244/83 :

Whether the action of the management of Northern Railway in relation to Divisional Railway Manager, Lucknow in not absorbing and terminating the services of Shri Mata Prasad & Shri Ram Sukh Gangmen from 14-8-81 is justified ? If not, to what relief are the workmen concerned entitled ?

2. As in both the above industrial disputes common question of law and facts arose hence they had been consolidated vide order dated 29-3-1985 passed in ID No. 244/83 and this case was made leading case.

3. The case of the workmen is that they all worked under Permanent Way Inspector, Nihalgarh, Assistant Engineer, Sultanpur and through them under the DRM Lucknow. That they had worked from 1972 onward and from time to time

and again they were engaged in 1973 and worked till 16-8-81 continuously when on 16-8-81 their services were brought to end without paying them retrenchment compensation, without notice or notice pay though the work in that section continued. It is further stated that no letter of termination or any reason was assigned to them at the time of terminating their services.

4. It is further stated that the workman having been retrenched illegally their wages stand due against the management, hence they be reinstated in service.

5. In the instant case notices were sent to the opposite parties but none appeared to contest the case, from management's side.

6. I, therefore, believing the workman's contention as correct, hold that the action of the management Northern Railway Lucknow in terminating the workmen named in schedule is not justified, for no compliance of section 25F of the I.D. Act. The result is that the workmen of both the cases are liable to be reinstated in service with full back wages.

I, therefore, give my award accordingly.

Let a copy of this award be kept on the record of I. D. No. 244/1983.

Let six copies of this award be sent to the government for its publication.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-41011/31/83-D. II(B)]  
No. I-41011/32/83-D. II(B)

का. अ. 3256: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, चीफ मैकेनिकल इंजीनियर लोको, चरबाग, उत्तरी रेलवे, लखनऊ के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों का बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 अगस्त 1986 को प्राप्त हुआ था।

S.O. 3256.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Mechanical Engineer, Loco Workshop, Northern Railway, Lucknow and their workmen, which was received by the Central Government on the 22nd August, 1986.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 226 of 1985

In the matter of Dispute between :

Shri Baboo Lal C/o Shri B. D. Tewari, Zonal Working President, URKU, 96/196 Rohan Bajaj Lane, Lucknow.

AND

The Deputy Chief Mechanical Engineer, Loco Workshop, Charbagh, Northern Railway, Lucknow.

APPEARANCE:

Shri B. D. Tewari representative for the workman.

Shri G. S. Srivastava for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-1012/6/83-D. II(B) dated 8th January, 1985, has referred the following dispute for adjudication to this Tribunal;

Whether the action of the Dy. Chief Mechanical Engineer, Loco Workshop, Charbagh, Northern Rly. Lucknow in removing Shri Babu Lal, Khalasi from service w.e.f. 5-11-76 is justified? If not, to what relief is the concerned workman entitled?

2. It is common ground that the workman Shri Babu Lal was working as Khalasi in Loco Workshop Charbagh, N. Railway, Lucknow and was appointed by the then Works Manager Loco in the year 1952, and he was a confirmed employee of the management. He was served with a charge sheet for his unauthorised absence for different period between December, 1973, to October, 1974. Before the enquiry officer Shri S. P. Khare, workman appeared on 15-7-1976 and he nominated Shri V. P. Trivedi as his defence helper for further proceeding and in the enquiry on 20-7-76 his defence helper could not appear he was not spared.

3. The management witness Shri G. S. Srivastava has admitted looking to the records that the workman's letter given to the defence helper Shri V. P. Trivedi, was received by the management on 16-7-76 and on 16-7-76 a letter by Enquiry Officer was sent to Chief Controller Northern Rly. to spare Shri V. P. Trivedi to attend the enquiry on 20-7-76. On 20-7-76 enquiry was held in the absence of the workman and defence helper.

4. It is common ground that on that very day for the absence of the workman and defence helper the enquiry Officer proceeded ex parte and concluded the enquiry. Management witness stated that he was not able to say if the defence helper was spared for 20-7-76 or not. If an illiterate workman appoints his defence helper it is the duty of the enquiry officer to see that the defence helper is spared for the day and is available at the relevant time of enquiry. It was the duty of the enquiry officer to have seen that defence helper was spared and is available during the enquiry and in case he could not be spared for paucity of time, adjournment for another date would have been just and proper.

5. My attention was drawn to the ruling K. N. Gupta Versus Union Of India, AIR 1968 Delhi High Court, page 85 wherein it was held thus;

"Refusal of enquiry officer to adjourn enquiry to enable the employee to have assistance of another railway servant as defence counsel constituted denial of effective opportunity to an employee to defend himself Enquiry vitiated.

In another case of P. P. Gopalan Versus B. I. G. 1986 Lab IC page 980 Kerala High Court wherein it was held :

Minimum requirement of the rule to enable him to have a proper representation in an enquiry had not been complied with and the enquiry officer has acted in such a way as to be a prosecutor against the delinquent official enquiry can not be said fair and proper and therefore having passed on such enquiry resulting in his dismissal from service would not be sustainable.

6. The enquiry officer should have adjourn the proceeding in the instant case when the defence helper could not be present when he himself had written that he be relieved for 20th July, 1976, when he himself has ordered for release as late as 17-7-1976. Principles of natural justice that no one should be condemned unheard should have been followed in the instant case even though the workman had not appeared for certain reasons but his defence helper could not reach for want of being spared in time. Thus on this ground alone, the domestic enquiry become unfair and is liable to be set aside. My attention was drawn to the enquiry proceeding. Only management witness Shri Lalita Prasad referred GA card to substantiate his versions. This GA Card has not been filed by the management. Shri A. K. Srivastava time office clerk also stated in enquiry proceeding that absentee statement can be prepared from GA card available on record. His dates of absence is given in the charge sheet is almost admitted with this reservation that first three absence of December, 1973 and January, 1974 and February 1974 are alleged to be on medical grounds and again the leave of May and June 1974 is alleged to be on medical grounds by submitting PMC. Had defence helper been there he would have summoned the records to show that the absence of the workman was not wholly unauthorised.

and that in matters of absence for more than 10 days he was always present on medical grounds and that regular leave can not be granted to the workman, he was on LWP as averred in his claim statement.

7. The management representative has raised another point that workman was appointed by works manager and was terminated by works manager (F) and hence he should have been made a part and not the Dy. CME Loco Workshop Charbagh. Under the I.D. Act employer does not mean a person who gave the appointment order who terminated or can legally terminate his appointment but as laid down in section 2G of the Act it means in relation to any industry carried on by or under the authority of any department of central government or state government, authority prescribed in this behalf or where no authority is prescribed the head of the department. In the instant case as workman was Khalasi of the Loco Workshop Charbagh Lucknow his employer would be DME who is his local head of the department. Thus this contention of the management that the reference is bad as against CEM is rejected.

8. The management did not reserves his right by moving application in advance that in case enquiry is vitiated he may be permitted to substantiate the same before the court as a matter of enquiry can not be now agitated before this court now and as I have observed earlier that the enquiry is vitiated for not following the proceeding to wait for defence helper. The result is that the action of the DME Loco Workshop Charbagh, Lucknow in removing Shri Babu Lal Khalasi from service w.e.f. 5-11-1976 is not justified. The result is that he be reinstated in service with full back wages.

6. I, therefore, hold that the action of the Dy. Chief Mechanical Engineer, Loco Workshop, Charbagh Northern Railway Lucknow in removing Shri Babu Lal Khalasi from service w.e.f. 5-11-1986 is not justified. The result is that the workman will be reinstated in service with full back wages.

7. Let six copies of this award be sent to the government for its publication.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-41011/6/83-D.II(B)]

नई दिल्ली, 9 सितम्बर 1986

का. आ. 3257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमण में, केन्द्रीय सरकार, कैंटीनमैट एक्जीक्यूटिव ऑफिसर अग्रा के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, प्रसूच में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाद का प्रकाशित करती है, जो केन्द्रीय सरकार का 22 अगस्त, 86 का प्राप्त हुआ था।

New Delhi, the 9th September, 1986

S.O. 3257.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantonment Executive Officer, Agra and their workmen, which was received by the Central Government on the 22nd August, 1986.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 8/85

In the matter of dispute between :

Shri Subash Chandra Mishra,  
C/o Shri Surender Singh,  
Secretary, INTUC (UP),  
2/236, Namnair, Agra.

Versus

The Cantonment Executive Officer,  
Cantonment Board, Agra.

## APPEARANCES :

Shri Surinder Singh—for the workman.

Shri A. K. Chaudhary—for the Management.

## AWARD

The Central Government, in the Ministry of Labour vide its notification No. L-13012/7/84-D.II(B) dated 25-2-85 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Cantonment Board Agra Cantt. in terminating the services of Shri Subhash Chandra Mishra w.e.f. 2-1-1983 is justified? If not, to what relief is the workman concerned entitled?"

2. The workman in his statement of claim has stated that he was regular employee of the respondent but he was not given regular grade of pay and the Management arbitrarily and illegally terminated his service on 2-1-83. He has also filed an application under section 33-C(2) of the Act before the Central Government Labour Court, Kanpur and although his claim was computed the Management has not yet made the payment. The workman has sought his reinstatement with continuity of service and full back wages.

3. The Management in its written statement stated that in view of the Orders of the Ministry of Defence, Government of India dated 28-2-85 and also the settlement arrived at in adjudication case No. 218/1983, the dispute raised by the workman stands resolved as the workman has already been regularised in service from the date of his appointment and the workman has also joined duty with the respondent. Therefore, the present reference has become infructuous. In a subsequent application submitted by the Management it was further averred that as regards the back-wages there were certain practical difficulties because the Ministry of Defence in its order had not made any mention as to what modus operandi was to be adopted to find out the concerned employee's entitlement to back-wages; secondly the workman was offered to join duty according to settlement dated 7-9-83 but he did not care to join duty whereas the other workmen similarly placed had resumed duty w.e.f. 7-9-83 and in these circumstances whether the period from October, 1983 till the workman actually joined duty will be considered as intentional absence or whether he can be considered on duty has to be decided by the Ministry of Defence, Government of India. Since the matter was under the consideration of the Ministry of Defence the Cantonment Board, Agra was not in a position to either concede or refuse any payment towards the back wages. Hence it was prayed that this Tribunal may pass an Award in terms of the orders of the Ministry of Defence, Government of India dated 28-2-85.

4. It is apparent from the reply filed by the Management that the claim of the workman for reinstatement has been conceded and he has actually been taken into service. The question that remains for consideration is regarding the entitlement of the workman to the back wages. The settlement which is stated to have been arrived at between the parties on 7-9-83 has not been made available and therefore, it has not been possible to know as to what were the terms of the said settlement. However, one thing is clear that the Management by implication admits that the order of termination of the services of the workman w.e.f. 2-1-83 was not justified and it is for the reasons that Management has already decided to regularise the services of the workman from the date of his appointment and also to have taken him back on duty. In the circumstances, the workman is entitled to back wages and hence it is directed that the workman shall be reinstated with continuity of service and full back wages. Reference is disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer  
[No. L-13012/7/84-D.II(B)]

August 13, 1986.



का. आ. 3258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्माल इंडस्ट्रीज सर्विस इन्स्टीट्यूट, बैंगलूर के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 अगस्त, 86 को प्राप्त हुआ था।

S.O. 3258.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Small Industries Service Institute, Bangalore and their workmen, which was received by the Central Government on the 22nd August, 1986.

### BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA, BANGALORE

Dated this the 8th day of August 1986

PRESENT :

Sri R. Ramakrishna, B.A., B.L., PRESIDING OFFICER.  
Central Reference No. 29/84

I PARTY :

Shri M. Govardana Rao,  
Residing at Door No. 304,  
2nd Cross, Gayathripuram,  
Mysore-570011.

Vs.

II PARTY

The Assistant Director (Adm.),  
Small Industries Service,  
Institute, Rajajinagar,  
Bangalore-560044.

APPEARANCES :

For the I Party : Sri S. V. Ramachandra, Advocate, Mysore.  
For the II Party : Sri, D. V. Shylendra Kumar, Advocate,  
Bangalore.

REFERENCE :

(Government Order No. L-42012(1)/84-D.II(B) dated  
31-10-1984).

### AWARD

The Government of India exercising the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication.

### SCHEDULE

Whether the management of Small Industries Service Institute, Bangalore is justified in terminating the services of Shri M. Govardana Rao, Driver (LV), with effect from 16-8-82? If not, to what relief the workman is entitled?"

2. The I Party workman whose service has been terminated has contended in his claim statement that he has served as a Temporary Driver under the office of the Assistant Director, SI SI, Industrial Extension Centre, Mysore between 1-3-1981 to 28-12-1981. After that he was appointed for the post of Light Vehicle Driver at Bangalore office under order dated 28-12-1981. He was relieved of his duties from Mysore and he was instructed to report for duty at Bangalore by the Asst. Director at Mysore. It was stated in the order that Mr. Govardana Rao should be shown against the post of Driver (Heavy vehicle) vacated by Shri H. S. Ramaswamy, on his retirement with effect from 31-12-1981.

3. He has further contended his services was terminated on 16-8-1982 and his representations and legal notice was not considered.

4. He has further contended that in the Mysore Unit he has worked from 1-3-1981 to 28-12-1981 but the II Party at Mysore were giving technical breaks by way of removing him and again absorbing him as he completed 3 months and such last technical break was given between 3-9-81 and 5-9-81. After 5-9-81, from 9-9-81 he was in continuous service upto 16-8-82. In between he was transferred to Bangalore office and he reported on 1-1-82 and as such there was no break of service. He has further contended that between 5-9-81 to 16-8-82 he was in continuous service for a period of one year. Hence his termination amounts to retrenchment under Industrial Disputes Act. While retrenching the II Party have neither issued any notice nor awarded any type of compensation, hence the retrenchment is invalid.

5. It is further contended neither the Central Service Rules regarding the termination nor the provisions of Industrial Disputes Act for the retrenchment were followed in his case. As he has completed continuous un-interrupted service of 343 days is 115 days at Mysore and 228 days at Bangalore, he has to be reinstated back in the post of Light vehicle driver with retrospective effect from 16-8-1982.

6. It is further contended that the new Driver appointed by the II Party took charge of the Jeep, which is a light vehicle and on what basis II Party's office could set heavy vehicle licence hence the I Party should have been given the first preference in selection. He prayed for an award for reinstatement with retrospective effect with associated benefits and back wages.

7. The II Party in their counter statement have initially contended that this Tribunal has no jurisdiction, as there is no industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act, as the small industries service institute is not an industry within the meaning of Section 2(j) of the Act. In support of this contention they have further contended that the Small Industries Service Institute is a part of the department of Industrial Development under the Government of India, Ministry of Industry under the Small Industries Development Organisation. There is no production activity as the avowed objective is entirely developmental and promotional in the interest of the small scale industries. The small Industries Development Organisation hereafterwards referred to as S.I.D.O. is engaged in formulation of policies in the development of small scale industries and this is headed by the Development Commissioner, who is an Additional Secretary to the Government belonging to the Indian Administrative Service. The budget for the expenditure comes from the consolidated fund of India as voted by the parliament. The main work of Small Industries Service Institute is on-the-spot technical advice in the premises of the small units, preparation of project reports, technical consultancy, etc.

8. Recruitment of officers is done through UPSC/Staff Selection Commission, Employment Exchange based on rules made by the President of India in exercise of the powers conferred by the proviso to Article 309 of the Constitution of India. The Rule and Regulations framed by Government of India, such as Fundamental Rules, Supplementary Rules, Central Civil Services Rules, etc. are applicable to the Small Industries Service Institute also. Hence the Industrial Disputes Act does not apply to this department and the Institute cannot be termed as an Industry, as contended by the II Party.

9. They have further contended that Mr. Govardana Rao was appointed as a Casual Labour Driver on a daily wage of Rs. 10 per day at the Industrial Extension Centre, Mysore through the local employment exchange from 1-3-81 to 31-12-81. As there was no regular post of driver in that centre, this arrangement was made to drive the jeep transferred from SISI, Bangalore. Subsequently, one post of Driver (HV) fell vacant due to a retirement of 31-12-81. The director of the Institute has the power to appoint temporarily a person of a lower post against a higher post. The I party was given the benefit, pending filling of the regular higher post. The I party joined as Driver (LV) on 1-1-82 on ad-hoc basis and his services was terminated as soon as the candidate selected for the post of Driver (HV) joined the duty on 16-8-82 to the regular vacancy. As



the I Party did not possess a valid licence for driving a heavy vehicle and experience of 3 years, he could not be considered along with other candidates sponsored by the employment exchange at Bangalore for the post of Driver (HV).

10. They have further contended that since the I Party was appointed as Driver (LV) on ad-hoc basis and he also does not possess the requirements for selecting to the existing post of Driver (HV). There is no question of giving notice for termination or for awarding any compensation. The provisions of the Industrial Disputes Act were not followed, as this is a subordinate office of Government of India under the Ministry of Industry. It is further contended that the reinstatement of the I Party also cannot be considered as there is no such post existing that is Driver (LV) permanent. Hence they prayed for rejecting the claim of the I Party.

11. On the basis of the above contentions, this Tribunal has framed the following additional issues for determination:

1. Whether the termination of the I Party workman amounts to retrenchment as averred by the I party in para 9 of the claim statement?
2. Whether the dispute not an industrial dispute under section 2(k) of the Industrial Disputes Act as the II Party is not an Industry under Section 2(j) of the Act?
3. What award?

12. In support of the respective contentions raised by both the parties they have placed both oral and documentary evidence. Since the adjudication of this dispute entirely depends on additional issue No. 2, in determination on that issue is found necessary before proceeding to the additional issue No. 1 inter-alia the points of dispute.

Additional Issue No. 2: Since the burden of this issue was placed on the II party, they have examined the Assistant Director, SISI, Bangalore. This witness deposed the activities of their institution is as per the brochure Ext. M-1 and the I party workman has joined as a Driver (LV) on 1-1-82 on purely adhoc basis against a vacancy meant for a driver (LV) pending regular appointment to that post. Ext. M-2 is the appointment order Ext. M-3 the letter of reporting for duty, Ext. M-4 is the termination order.

13. He has further deposed that for purpose of appointment they are following Central Civil Rules. They have not considered the I party for continuation as he was not possessing heavy duty driving licence three years experience on the date of the appointment. If any vacancy to be filled that will be intimated to the Central Striptus Cell, New Delhi and Ext M-5 is the letter sent in this behalf. The Central Cell if they have any candidate, they sponsored the candidate and if there is no candidate they will give clearance to appoint through other normal channel. Ext. M-6 is a letter sent to Employment Exchange. After this sponsor, they conducted the interview and one Mr. Puttaswamy was selected for appointment as per Ext. M-7.

14. This witness further deposed that the Industrial Disputes Act is not applicable to their institute. Ext. M-8 is a letter addressed by Development Commissioner, Ministry of Commerce and Industry delegating the financial and administrative powers. Ext. M-9 the notification issued by Ministry of Commerce and Industry giving the recruitment rules for different post. Ext. M-10 is a circular issued by a Development Commissioner delegating certain powers to the small scale industries under the Central Civil Services conduct rules. Ext. M-12 is the notification amending the recruitment rules.

15. In the cross-examination of this witness, with regard to the question of jurisdiction nothing was elicited except to the extent that the workshop at Mysore and Bangalore is having lathe drilling machines and they have got operators working in workshops between 5 to 7. They take small orders from small scale industries at the rate fixed by the Government and provide common facility service. This witness accepted the fact that the I party workman was continuously worked from 5-9-81 to 16-6-82.

16. The I party workman has not contraverted the fact that he was working as a temporary casual driver at Mysore and a temporary driver at Bangalore. The specific case made by the workman is that since the II party recruited a Driver to drive the light vehicle they would have constructed him for that post.

17. The learned counsel for the I party has submitted that the question of profit making is irrelevant for consideration, as the SISI is carrying on industrial activities, hence the dispute now arose is an industrial dispute and the I party workman comes within the definition of 2(k) of the Act.

18. Against this submission, the learned counsel for the II party relying on various decision reported from time to time has submitted that in the first place there is overwhelming evidence that the SISI unit was set up by the Department of Industrial Development under Government of India, which is engaged in the development of Small Scale Industries in the country, hence it cannot be held that it is an industry as defined in the Industrial Disputes Act. The learned counsel further submitted that the recruitment of offices are based on rules made by the President of India in exercise of the powers conferred by the proviso to Article 309 of the Constitution of India which is having a statutory force, hence the Industrial Disputes Act is not applicable.

19. Now come to the decision cited at bar by the learned counsel for the II party in Bangalore Water Supply vs. A. Rujappa reported in AIR 1978 S.C. 548. Their lordships have made a clear distinction with regard to the term industry, in para 161(b) it is held:

"A restricted category of professions, clubs, co-operative and even gurukuls and little research labs may qualify for exemption if, in simple venture, substantially and, going by the dominant nature criterion, substantively, no employees are entertained but in minimal matters, marginal employees are hired without destroying the non-employee character of the unit."

20. A full bench of Punjab and Haryana High Court in 1983 Lab. I.C. page No. 83, while discussing the scope of Section 2(j) have held that:

"A Government activity to be within the ambit of 'industry' as defined in S. 2(j) must at least, be analogous to trade and business though both the word analogous and the phrase 'trade and business' may be construed with large liberality. It calls for highlighting that there must be an element of an economic venture in Governmental activity before it can be brought within the four corners of an industry. If even by remote analogy, the character of the activity is neither that of trade or business nor partakes of any economic venture, then it necessarily is out of the ambit of industrial activity."

21. Admittedly, Small Industries Service Institute being an organisation where a minimal number of employees are employed at each unit and the dominant object being one of rendering service as part of the governmental functions in aiding the development of small industries and their being no manufacturing activity.

22. The document Ext. M-1 is a brochure issued by SISI, Bangalore shows that it is a net work under the Small Industries Development Organisation for promoting/developing small scale ventures in Karnataka. It rendered service such as technical consultancy service, management service, marketing service, export promotion service, etc. etc. By looking at the object of SISI it cannot be said that it is an industry as defined under Section 2(j) of the Industrial Disputes Act. Consequently a person working in this research department cannot be called as a workman as defined under Section 2(s) of the Act. Hence I hold this issue in the affirmative.

Issue No. 1—This issue being incidental after giving a finding on issue No. 2 but however a determination of this issue is also found necessary. It is admitted of no doubt though the I party workman was appointed as a casual labour driver on daily wage of Rs. 10 at Mysore from 1-3-81

to 31-12-81. Thereafter he has been appointed under ad-hoc basis as a temporary driver to do the work in the place of an existing vacancy, which was meant for a driver (HV). Since that post has to be filled up after obtaining permission from the Under Secretary to the Government of India the same was intimated and since there was no candidate to sponsor, it was decided to appoint a person from the candidates sponsored by the local employment exchange. Accordingly several names have been sent by the employment exchange and the I party workman was also a candidate for the post. Since he was not fulfilled the conditions of employment such as possessing a heavily duty licence and three years experience that line, his name was not considered and one Mr. Puttaswamy was selected and appointed to that post. When this being the undisputed fact that the I party workman whose appointment was purely ad-hoc and temporary and liable to be terminated at any time without assigning any reasons it will not give a right for claim to a regular employment. It is difficult to understand the contention of the I party workman though his termination is legal. Since the industrial disputes act is not applicable, there is no question to consider that the termination of I party workman amounts to retrenchment as defined in the Act. Hence I hold this issue in the negative.

#### AWARD

The management of Small Industries Service Institute, Bangalore is justified in terminating the services of the I party workman and he is not entitled to any relief sought by him. Parties shall bear their own costs.

(Dictated to the Stenographer, transcribed and typed by her and corrected by me.)

B. RAMAKRISHNA, Presiding Officer  
[No. L-42012/1/84-D.II(B)]

का. आ. 3259.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य विभाग हैदराबाद के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचद की प्रकाशित करती है, जो केन्द्रीय सरकार को 26 अगस्त, 86 को प्राप्त हुआ था।

S.O. 3259.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Hyderabad and their workmen which was received by the Central Government on the 26th August, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)  
AT HYDERABAD

PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.  
Industrial Dispute No. 55 of 1985

BETWEEN

The Workmen of Food Corporation of India, Hyderabad.

AND

The Management of Food Corporation of India, Hyderabad.

APPEARANCES :

Sri Mohd. Lateefuddin, Trade Unionist and Labour Consultant—for the Workmen.

Sarvashri M. V. Bharathi and Ravindra Bharathi, Advocates—for the Management.

#### AWARD

The Government of India, Ministry of Labour by its Order No. L-42012(12)/85-D.V. dated 18th August, 1985 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employer, in relation to the management of Food Corporation of India, Hyderabad and their workmen to this Tribunal for adjudication :

"Whether the action of the management of Food Corporation of India, Sanathnagar, Hyderabad in not considering Shri Shaik Ibrahim, Ex-Watchman subsequent to his termination on 20th November, 1976 for his employment is justified? If not, to what relief the workman is entitled for?"

This reference has been numbered as Industrial Dispute No. 55 of 1985 and notices were issued to the parties.

2 The claims statement filed by Sri Shaik Ibrahim with request to pass an award directing the Management of Food Corporation of India to reinstate him with full back wages and continuity of service and with all other attendant benefits.

(a) According to him he was appointed as daily rated Watchman on 27th March, 1976 and posted at F.C.I. Sanathnagar where he was working to the entire satisfaction of the superior without any complaints whatsoever. It is also his case that when he was regularly working without any break and completed nearly 239 days. All of a sudden without following the procedure of sections of the Industrial Disputes Act particularly Section 25F of the I.D. Act, the respondent terminated the services of the petitioner through a letter dated 19th November with effect from 20th November, 1976. He also pointed out that several juniors were in service and no principle of last come first go was adopted and the juniors are mentioned in this claims statement. He also mentioned that some of them who were juniors were taken back for duty overlooking the petitioner after a break of two years and also taken some others who absconded are liable for termination overlooking his claims. It is his case that he approached the Union and the Union took up his case and finally when they appointed 46 daily rated watchmen on regular basis also as mentioned in the claims statement. The petitioners claims were overlooked and the matter also failed in the conciliation process. Thus the matter was referred to the Tribunal to decide the issue whether the action of the management is proper in terminating him and he wanted justice to be done in this case.

3 In the counter filed by the food Corporation of India, it is mentioned that the Petitioner-workman has no right to continue in service as his appointment is irregular because of his minority and the petitioner worked for 8 months from 27-3-1976 to 20-11-1976 and he was not having 240 days of continuous service excluding Sundays and Holidays, therefore Section 25F of the I.D. Act have no application. So it is also mentioned that he cannot challenge the continuation of others whether senior or junior and similarly he does not get any right to object for the appointment of three employees mentioned in the para 5 of the petition. It is also mentioned that there was inordinate delay for filing the application for over nine years. Therefore the matter has become stale and all other matters referred by him is irrelevant. The Petitioner's contention that Section 25B of the I.D. Act and Section 25H of the I.D. Act are not applicable to him. All other allegations that are not tenable at the most the petitioners case may attract Section 25FFF of the I.D. Act. He is entitled to compensation subject to his fulfilling the other conditions enumerated in the said section.

4. The workman examined himself as W.W.1 and marked as Ex. W1 to W18 while the Management examined one witness as MW1 and marked Ex. M1.

5. W.W.1 stated that he was employed in the Food Corporation of India as Watchman and in Ex. W1 there was nothing mentioned about the appointment but it is only contractual one and he was appointed on daily rated basis but his wages were paid every month. He marked Ex. W2 is the termination order. According to him without any reason and without conducting any enquiry he was terminated on 20th November, 1976 it is also his case that number of juniors were, there when he was terminated. After his termination some three persons who were taken in to service having nearly two years break in their service and he mentioned their names in para 5 and those who were taken subsequent to him were juniors to him mentioned in para 6. He also sent telegram as per Exs. W3 and W5 and representation to Madras, Hyderabad and New Delhi officials under Exs. W6 to W10. The conciliation minutes are mark-

ed as Ex. W11. The representative of the Workmen at the conciliation meeting made a representation as per Ex. W12 and W13 is the minutes of the meeting dated 2nd March, 1985 and failure of the conciliation submitted to the Government is marked as Ex. W14. He marked the instructions governing their service conditions which are part of the F.C.I. Standing Orders under Ex. W15 to W18. It is his case that he is not employed after he was terminated as he could not get employment elsewhere. According to him when he was appointed the Respondent never requested or asked him to produce the employment card or age proof and he was not aware that he should pass 8th class for recruitment as per the Staff Rules.

6. M.W1 is the Assistant Manager, District Office, Sanathnagar. According to him the said workman did not complete 240 days continuous service, thus he is not entitled to reinstatement in service with full back wages and attendant benefits. It is his case that the petitioner worked for 8 months from 27th March, 1976 to 20th November, 1976 and he is not having 240 days of continuous service excluding Sundays and Holidays and thus Section 25F have no application to him and Section 25H and 25B are not applicable to him. He admitted that the workman was working under the control of Depot Superintendent III, Nampally before the date of his termination and he could not say which Godown he was working at the date of termination. According to him due to exigency of requirement it was a fact that they did not verify the age, educational qualification or whether any person is registered in Employment Exchange or not for taking into service as Watchman in Food Corporation of India Godowns. He conceded that Shaik Ibrahim was appointed as daily rated watchman there is no period mentioned for a particular time and they were paid the wages totally on a monthly basis as per the attendance and watchman was working on Sundays and Holidays also at the godowns, as there is necessity. Finally he could not produce any attendance register to show that the petitioner did not work for more than 240 days. He admitted that those who are mentioned in the claims statement were juniors to him and they were taken back into service also. But it is his case that they satisfied the requirements of employment rules and they were registered in Employment Exchange and their name was sponsored by the Employment Exchange and he conceded that in Ex. W1 that they did not ask him to produce the age certificate. He also conceded that he was not called for interview for when his juniors were re-appointed. According to him due to paucity of time to go into the usual time consuming process the petitioner was appointed without verifying all these aspects whether he satisfied the requirement or not. According to him they also obtained the signature of the workmen on the voucher of payment Ex. M1 for the month of April 1976, the original payment book is produced before the Tribunal now. But he conceded that Ex. M1 are the original book that did not contain the number of days that the petitioner worked.

7. At the outset the Management virtually conceded all the aspects of the Petitioners claim as seen from the evidence of M.W1. MW1 though produced Ex. M1 as the photostat copy of the Bill Number dated 1-5-1976 for April, 1976 he conceded that Ex. M1 or its original register did not contain number of days that the petitioner worked. On the other hand he also conceded that the petitioner worked on Sundays and holidays also and from 27th March, 1976 to 20th November, 1976 and if Sundays and Holidays are also calculated he could not say how he did not complete 240 days continuously. It is admitted that his salary was paid once in a month as per the attendance and on Sundays and holidays the workman was working at the Godowns as there was necessity. It is the mistake of the Management that on the ground of exigency they overlooked the Rules whether the Petitioner was an Employment Exchange candidate or not, whether he was minor or not on the date of entering into service under Ex. W1 and they recruited him. Having recruited him, on the date of termination when he satisfied the requirements including experience and when others who were terminated admittedly were recruited he was penalised on the ground that he was minor at the time of original appointment though he was not at fault for the same. The argument that appointment was done due to exigency on contractual basis or that he being a minor he was not eligible for reappointment after termination are all coined for the purpose of getting over the case. At the time of reinstatement it was not management's case that he is still

a minor when others were considered. The very exigency that made to recruit him that he was minor overlooking the regulations and minimum qualifications having found that work was satisfactory to terminate him after 240 days continuous service when the circulars under Exs. W15 to W18 are clear on these matters is something adding insult to injury. In fact the workman made representation under Exts W6 to W10 case under Exs. W3 to W5 and also minutes of averments conciliation under Ex. W11 and W13 would show that he was being penalised when the juniors to him were continued and further recruitment was also done afresh. Atleast when fresh appointment of juniors were called for as elicited in the claims statement when they filled 46 vacancies they should have considered his case and therefore looked from any angle it is not correct to say that Sections 25F and 25H of the I.D. Act were not attracted in the instant case. It is clear case where the violations are done affecting all the provisions of I.D. Act and payment of compensation as contemplated under Section 25FFF will not solve the problem. It is clearly seen that under Ex. W13 the matter was dragged on till 2nd March, 1985 in some form or other from the date of termination on 20th November, 1976 under Ex. W2. So the delay of nine years is not due to the fault of the workman. The workman is the really hard hit person. For no fault of his, he was penalised and discriminated by the Management though he was appealing to the good sense as available to his means by written representations and also through conciliation agencies. Therefore on a careful perusal of the entire material and when his duties are noted in the open storage godowns for receiving stocks and when he worked for about 8 to 9 months and said noted register showing the duties are not produced and when his termination was not denied on the ground that he was not discharging his duties satisfactorily and when the averments in the claims statement that at the time of his termination that several juniors to him were being continued and further some others were taken into duty overlooking him and fresher numbering 46 circular dated 18th June, 1984 would show that the management violated all canons of principles of natural justice and also ignored the claims of the workman who satisfied the requirements of 240 days continuous service having worked on Sundays and Holidays and Circulars Ex. W15 to W18 were not implemented in his case and it is a clear case of victimisation and thus he is entitled for all the benefits as prayed for.

8. Therefore I hold that the action of the Management of Food Corporation of India, Sanathnagar, Hyderabad in not considering Shaik Ibrahim Ex. Watchman subsequent to his termination on 20th November, 1976 for his employment is unjustified and the workman is entitled for all the reliefs including reinstatement and back wages with attendant benefits.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 5th day of August, 1986.

Sd/-  
Industrial Tribunal

#### Appendix of Evidence

Witnesses Examined for  
the Workmen :

W.W1 Shaik Ibrahim.

Witnesses Examined for  
the Management :

M.W1 F. I. Chelladorai

Documents marked for the Workmen :

Ex. W1—Photostat copy of the Office Order dated 27th March, 1976 issued to S. K. Salar and 20 others by the District Manager, Food Corporation of India, Sanathnagar, Hyderabad.

Ex. W2—Photostat copy of the termination Order dated 19th November, 1976 issued to Shaik Ibrahim by the District Manager, Food Corporation of India, District Office, Sanathnagar, Hyderabad.

Ex. W3—Photostat copy of the Telegram sent by Shaik Ibrahim to the Food Corporation of India, Head Quarters, New Delhi with regard to regularisation of his services.

- Ex. W4—Photostat copy of the Telegram dated 9th July, 1984 sent by Shaik Ibrahim to the Food Corporation of India, New Delhi with regard to regularisation of his services.
- Ex. W5—Photostat copy of the Telegram dated 9th July, 1984 sent by Shaik Ibrahim to the Food Corporation of India Madras Zonal Office with regard to regularisation of his services.
- Ex. W6—Photostat copy of the Representation dated 4th January, 1983 made by Shaik Ibrahim and Shaik Abdullah to the Senior Regional Manager, Food Corporation of India, Regional Office, Hyderabad.
- Ex. W7—Photostat copy of the Representation dated 4th January, 1983 made by Shaik Ibrahim and Shaik Abdullah to the Managing Director Food Corporation of India, Head Office, New Delhi.
- Ex. W8—Photostat copy of the Representation dated 4th January, 1983 made by Shaik Ibrahim and Shaik Abdullah to the Chairman, Food Corporation of India, Head Office, New Delhi.
- Ex. W9—Photostat copy of the Representation dated 2nd June, 1983 made by Shaik Ibrahim and Shaik Abdullah to the General Manager, Food Corporation of India, South Lane, Madras.
- Ex. W10—Photostat copy of the Representation dated 3rd December, 1982 made by Shaik Ibrahim and Shaik Abdullah to the District Manager, District Office, Food Corporation of India, Sanathnagar, Hyderabad.
- Ex. W11—Photostat copy of the Minutes of discussions held on 24th January, 1985 in the Industrial Dispute between the Management of F.C.I., Sanathnagar and their workman Shaik Ibrahim, E-Watchman regarding alleged illegal termination of services.
- Ex. W12—Photostat copy of the Representation dated 21st February, 1985 made by Mohd. Lateefuddin, authorised representative of workman to the Assistant Labour Commissioner(C) Hyderabad with regard to reinstatement into service.
- Ex. W13—Photostat copy of the Minutes of conciliation proceedings held in the office of the Regional Labour Commissioner(C) Hyderabad on 8th March, 1985 in the Industrial dispute between the Management Food Corporation of India, Sanathnagar and their workmen Shaik Ibrahim, regarding alleged illegal termination of services and for appointment as regular watchman.
- Ex. W14—Photostat copy of the Failure of conciliation report dated 30th March, 1985 in the Dispute between the Management of Food Corporation of India and their workman Shaik Ibrahim, Ex-watchman regarding alleged illegal termination of services and for appointment as regular watchman.
- Ex. W15—Photostat copy of the letter dated 16th June, 1984 addressed by District Manager, Food Corporation of India to the Assistant Manager (Depot) Food Corporation of India, Sanathnagar with regard to Appointment of daily rated watchman on regular basis.
- Ex. W16—Photostat copy of the Notification No. 4-8/85-EP dated 4th February 1976 with regard to Food Corporation of India (Staff) regulations 1971 Amendment.
- Ex. W17—Photostat copy of the letter dated 5th November, 1984 addressed by Zonal Manager, Food Corporation of India, Madras to the Manager Personnel (Estt.) Food Corporation of India Head quarters, New Delhi with regard to the representation received from Shaik Abdullah and Shaik Ibrahim ex-daily rated watchman of Sanathnagar (AP) requesting for reinstatement.
- Ex. W18—Photostat copy of the letter dated 11th January, 1983 addressed by District Manager, Food Corporation of India, District Office, Sanathnagar to the Senior Regional Manager, Food Corporation of India, Regional Office, Hyderabad with regard

to request made by Shaik Ibrahim and Shaik Abdullah, Daily rated watchmen for appointment in F.C.I.

Documents marked for the Management :

Ex. M1—Photostat copy of the Bill No. DSSN/21/76-77, dated 1st May, 1976 for April, 1976.

16-8-86.

J. VANUGOPALA RAO, Industrial Tribunal  
[No. L-42012/12/85-D.II(B)]

श्री. आ. 3260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सेन्ट्रल पब्लिक वर्कस विभाग के प्रबंधन से सम्बद्ध नियोजकों और उमनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिभरण नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 अगस्त, 86 को प्राप्त हुआ था।

S.O. 3260.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Public Works Department and their workmen, which was received by the Central Government on the 22nd August, '86.

BEFORE SHRI G. S. KALRA : PRESIDING OFFICER : CENTRAL GOVT. INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 19/90

In the matter of disputes Shri Ram Singh s/o Shri Ujagar Singh, r/o House No. G-2/277 Madangir, New Delhi-110062.

Versus

The Executive Engineer, Exhibition Division No. 1, CPWD, New Delhi.

APPEARANCES :

Shri Narinder Choudhary for the Management.

Shri C. P. Aggarwal for the workman.

AWARD

The Central Government, in the Ministry of Labour vide its notification No. L-42012(26)/78-D.II(B) dated 10th April, 1980 has referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the Executive Engineer, Exhibition Division, I, C.P.W.D. New Delhi in terminating services of Shri Ram Singh, Carpenter with effect from 20-2-1977 is legal and justified ? If not to what relief is the workman entitled ?"

2. The workman in his statement claim has stated that he was employed by the respondent as a Carpenter since 22-8-72 on daily wages and he rendered uninterrupted and unblemished service till 20-2-77 when his services were terminated illegally and arbitrarily without assigning any reason. The workman has challenged his termination on the grounds that his juniors were retained in service and after his termination also another person was appointed to the post. Hence

there has been violation of the provisions of section 25-F, G and H of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). He has also alleged that his termination was for ulterior motives and not in bona fide exercise of powers conferred upon the Management. Thus the workman has sought his reinstatement with continuity of service and full back wages.

3. The case of the Management as set forth in the written statement is that the workman was employed purely on daily wages as a casual worker on temporary muster rolls and he worked for intermittent spells. During the year 1976-77 he worked in broken periods and he has not put in 240 days work during the preceeding one year. In fact he had worked upto 22-2-77 when he abandoned his employment. It was asserted that the termination of the service of petitioner is in accordance with law.

4. The workman filed a rejoinder in which he controverted the pleadings of the Management and reasserted his claim. He further stated that to his knowledge he worked upto 20-2-77 but it might be possible that he may have worked upto 22-2-77.

5. Shri C. P. Aggarwal appearing for the workman has demonstrated by reference to the muster rolls placed on record by the Management that the workman had put in the following working days during the period from 3-12-72 to 22-2-77 :

3-12-72 to 31-12-72	25 days
1973	250 days
1974	195 days
1975 to 8-1-76	305 days
1976	205 + 86 + 292 days
9-1-77 to 26-2-77	40 days

The Management has not included Sundays and paid Holidays in the above working days. The law is now well-settled that Sundays and paid holidays have to be included in the number of working days. In the authority cited as the Workmen of American Express International Banking Corporation Vs. Management of American Express International Banking Corporation (1986) Delhi Law Times, 34 Supreme Court of India it was held as under :—

“Industrial Disputes Act, 1947-Section 25F read with Section 25-B(2) (a) (ii)—Meaning of the expression “actually worked under the employer” for 240 days in a year—Retrenchment of workmen—Computation of 240 days actually worked under the employer—Whether sundays and other holidays for which wages are paid under the law, by contract or statute, should be treated as days on which the employee “actually worked under the employer” for the purposes of Sec. 25F read with sec. 25B Industrial Disputes Act ? (Yes)”

Similarly in the authority cited as Standard Motor Products of India Vs. A. Parthasarathy and another 67 (1935) Indian Factories Journal 417 Supreme Court it was held as under :

“INDUSTRIAL DISPUTES ACT, 1947, SECTION 25-B CONTINUOUS SERVICE”,

730 GI/86—16

COMPUTATION OF WORKMAN COMPLETES “ONE YEAR OF CONTINUOUS SERVICE” IF HE HAS ACTUALLY WORKED FOR 240 DAYS DURING PRECEDING 12 CALENDAR MONTHS—SUNDAYS AND PAID HOLIDAYS TO BE TREATED AS DAYS ON WHICH WORKMAN ACTUALLY WORKED.”

Clause (1) of section 25B of the Industrial Disputes Act, 1947, says that a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service including service which may be interrupted by a strike which is not illegal. However, under clause (2) of the section, where a workman is not in continuous service within the meaning of clause (1) for a period of one year, he shall be deemed to be in continuous service for a period of one year if the workman, during a period of twelve calendar months preceeding the date with reference to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days. Therefore, where the number of days for which the workmen had actually worked under the employer before closure is more than 240 days even excluding a period of illegal strike, it has to be held that the workmen were in continuous service for a period of one year immediately before the date of closure. In determining the number of days on which a workmen has actually worked under the employer, Sundays and other holidays for which the workman has been paid wages should be included : Decision of the court in Workmen of American Express International Banking Corporation V. American Express International Banking Corporation (1985) 67 FJR 189, applied.”

6. There are 52 Sundays in a year and on average 18 Gazetted Holidays in a year and if these were to be added, as they should, the working days come to more than 240 days right from the year 1973 onwards. Since for the requirement of Section 25 of the I. D. Act 240 days of actual working in the preceeding year are required to complete requisite one year of service, we shall confine our discussion and enquiry to the year 1976 upto 22-2-77. In the present case the Management is guilty of deliberately suppressing the true facts and misrepresenting the facts. It behaves a Government Organisation like C.P.W.D. Here the observations made by the Hon'ble Supreme Court in Surinder Singh and another Vs. The Engineer in Chief CPWD and others AIR 1986 Supreme Court 584 are quoted below :

“The Central Government, the State Governments and likewise, all public sector undertakings are expected to function like model and enlightened employers and arrangements such as those which were advanced before us that the principle of equal pay for equal work is an abstract doctrine which cannot be enforced in a court of law should ill-come from the mounths of the State and

State Undertakings. We allow both the writ petitions and direct the respondents, as in the Nehru Yuvak Kendra's case (supra) to pay to the petitioners and all other daily rated employees, the same salary and allowances as are paid to regular and permanent employees with effect from the date when they were respectively employed. . . . . We also record our regret that many employees are kept in service on a temporary daily-wage basis without their service being regularised. We hope that the Government will take appropriate action to regularise the services of all those who have been in continuous employment for more than six months."

Thus it was pleaded by the Management that during the year 1976 the workman had put in only 206 actual working days made up as under :

Period of Muster Roll	No. of days worked and paid in the labour.
1-1-76 to 8-1-76	7 days
9-1-76 to 28-1-76	19 days
29-1-76 to 17-2-76	17 days
18-2-76 to 3-3-76	17 days
9-3-76 to 25-3-76	15 days
27-3-76 to 10-4-76	11 days
11-4-76 to 25-4-76	15 days
24-4-76 to 12-5-76	15 days
13-5-76 to 29-5-76	14 days
28-9-76 to 7-10-76	5 days
8-10-76 to 20-10-76	12 days
23-10-76 to 6-11-76	13 days
7-11-76 to 20-12-76	23 days
1-12-76 to 20-12-76	17 days
21-12-76 to 31-12-76	10 days
	<u>206 days</u>

6A. Thus the Management tried to show that the workman had not worked at all during the period from 30-5-76 to 27-9-76. The workman then got summoned the muster rolls of the Parliament Works Division II which proves that during the period from 6-6-76 to 18-9-76 the workman had put in 86 days of work as per details below :

"No. Muster Roll No.	Period of Muster Roll	No. of days worked and paid to the labourers.
1. AEEVIII/127/PWDII/76-77	6-6-76 to 15-6-76	7 days
2. AEEVIII/4/PWDII/76-77	16-6-76 to 26-6-76	10 days
3. AEEVIII/53/PWDII/76-77	28-6-76 to 10-7-76	12 days
4. AEEVIII/72/PWDII/76-77	12-7-76 to 26-7-76	11 days
5. AEEVIII/119/PWDII/76-77	16-7-76 to 7-8-76	11 days
6. AEEVIII/146/PWDII/76-77	9-8-76 to 21-8-76	12 days
7. AEEVIII/192/PWDII/76-77	23-8-76 to 4-9-76	
8. AEEVIII/218/PWDII/76-77	6-9-76 to 18-9-76	12 days
		<u>86 days</u>

Thus from the record of the Management itself it is proved that the workman had put in 292 days of work in the year 1976 and if to this are added the Sundays and paid holidays it would appear that the workman had worked almost during the entire year 1976 without any break. It is, therefore, proved beyond any doubt that the workman had put in more than 240 days of actual work preceeding to the material date 22-2-77. For the applicability of the provisions of Section 25 of the I.D. Act it is not necessary that the workman should be employed in permanent capacity but the paramount consideration is that the work should be of a permanent nature. The provisions of section 25F of the Act are applicable as much to casual workers and temporary employees as to regular employees. In the Authority cited as Prem Narain & Ors. V. Asstt. Personnel Officer and Others 1985(2) ELJ(L&S) 163 Allahabad (Min.) it was held as under :

"Retrenchment—Industrial Disputes Act 1947—Section 25-F.2(oo)—Casual labourers who had put in more than one year's continuous service terminated without complying with the pre-condition for valid retrenchment. Held—the termination of services of casual labourers was illegal."

7. The Management has pleaded that the workman abandoned his employment on 22-2-77. In the first instance it does not appear to be probable because the workman had put in continuous service for nearly 5 years and there was no apparent reason for him to leave the service of the respondent. Secondly, the workman has placed on record the documents Ex. D1 which is a letter dated 16-4-77 addressed by the workman to the Hon'ble Prime Minister of India, Ex. D-2 letter dated 7-5-77 addressed to the General Secretary, Delhi Labour Union. He also got Ex. D3 which is notice dated 12-5-77 sent by Shri C. P. Aggarwal, General Secretary, Delhi Labour Union to the Executive Engineer CPWD New Delhi and Ex. D.9 is the reply dated 4-6-77 sent for the Executive Engineer CPWD New Delhi to Shri C. P. Aggarwal, Ex. D-10 is the reply dated 14-7-77 sent by the Executive Engineer to the Assistant Labour Commissioner Curzon Road, New Delhi, in reply to latter's reference dated 10-6-77. These documents go to show that the workman lost no time in agitating the matter regarding his termination and these documents also negative the plea of the Management that the workman had abandoned his employment. Even if the plea of the Management was to be accepted that the workman was absent unauthorisedly, it amounted to retrenchment and the Management had to comply with the provisions of section 25-F of the Act. In the authority cited as L. Robert D'Souza Vs. Executive Engineer, Southern Railway and another 1982 Supreme Court Cases (I&S) 124 (1982) 1 S. C. C. 645 it was held as under :—

"Labour and Services—Industrial Disputes Act, 1947 (14 of 1947) Sections 2(oo) and 25F Termination of Service for unauthorised absence from duty amounts to 'retrenchment' Even a casual or seasonal workman who rendered continuous service for one year or more cannot be retrenched on such ground without complying with the requisites of Section 25-F.

Labour and Services—Industrial Disputes Act, 1947 (14 of 1947) Sections 25-F and 9-A Requirement of serving notice under Section 25-F not dispensed with by proviso (b) to Section 9-A.

Labour and Services—Termination—Absence without leave is a misconduct and termination of service on such ground without complying with minimum principles of natural justice would not be justified."

8. It is clear from the discussion made above that it is a clear case of retrenchment and since the Management has not complied with the provisions of Section 25-F of the Act, the order of termination is illegal and is liable to be quashed. The workman's contention that persons junior to him were retained in service has not been contradicted and, therefore, there is violation of section 25-F of the Act. The Management itself has admitted that it employed a new carpenter in place of the workman before 15-3-1977 without giving any chance of re-employment to the workman and consequently there has been violation of section 25-H of the Act. For the violations of section 25-G and H also the termination of the services of the workman is liable to be quashed.

9. In the result it is held that the action of the Executive Engineer Exhibition Division I CPWD, New Delhi in terminating the services of Ram Singh Carpenter w.e.f. 20-2-77 (sick 22-2-77) is neither legal nor justified. The workman is entitled to reinstatement with continuity of service and full back-wages. The workman will also be entitled to costs which are assessed at Rs. 500/-. Reference is disposed of accordingly.

August 11, 1986.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

August 11, 1986.

G. S. KALRA, Presiding Officer  
No. L-42012/26/78-DII(B)

का. आ. 3261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कैंटोनमेंट एक्जीक्यूटिव, आफिसर, आगरा के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 अगस्त, 86 को प्राप्त हुआ था।

S.O 3261.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantonment Executive Officer, Agra and their workmen, which was received by the Central Government on the 22nd August, 1986.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 7/85

In the matter of dispute between

Shri Ashok Kumar,  
C/o. Shri Surendra Singh,  
Secretary, INTUC (UP),  
2/236, Namnair, Agra

Versus

The Cantonment Executive Officer,  
Cantonment Board,  
Agra.

APPEARANCES :

Shri Surinder Singh—for the workman.  
Shri Chaudhary—for the Management.

AWARD

The Central Government, in the Ministry of Labour vide its Notification No. L-13012/8/84-D.II(B) dated 25-2-85 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Management of Cantonment Board Agra Cantt. in terminating the services of Shri Ashok Kumar w.e.f. 2-1-83 is justified? If not to what relief is the workman concerned entitled?"

2. The workman in his statement of claim has stated that he was regular employee of the respondent but he was not given regular grade of pay and the Management arbitrarily and illegally terminated his services on 2-1-83. He had also filed an application under section 33-C(2) of the Act before the Central Govt. Labour Court, Kanpur and although his claim was computed the Management has not made the payment. The workman has sought his reinstatement with continuity of service and full back wages.

3. The Management in its written statement stated that in view of the Orders of the Ministry of Defence, Government of India dated 28-2-85 and also the settlement arrived at in adjudication case No. 218/1983, the dispute raised by the workman stands resolved as the workman has already been regularised in service from the date of his appointment and the workman has also joined duty with the respondent. Therefore, the present reference has become infructuous. In a subsequent application submitted by the Management it was further averred that as regards the back-wages there were certain practical difficulties because the Ministry of Defence in its order had not made any mention as to what modus operandi was to be adopted to find out the concerned employee's entitlement to back-wages; secondly the workman was offered to join duty according to settlement dated 7-9-83 but he did not care to join duty whereas the other workmen similarly placed had resumed duty w.e.f. 7-9-83 and in these circumstances whether the period from October, 83 till the workman actually joined duty will be considered as intentional absence or whether he can be considered on duty has to be decided by the Ministry of Defence Government of India. Since the matter was under



the consideration of the Ministry of Defence the Cantonment Board, Agra was not in a position to either concede or refuse any payment towards the back-wages. Hence it was prayed that this Tribunal may pass an Award in terms of the orders of the Ministry of Defence, Government of India dated 28-2-85.

4. It is apparent from the reply filed by the Management that the claim of the workman for reinstatement has been conceded and he has actually been taken into service. The question that remains for consideration is regarding the entitlement of the workman to the back-wages. The settlement which is stated to have been arrived at between the parties on 7-9-83 has not been made available and therefore, it has not been possible to know as to what were the terms of the said settlement. However, one thing is clear that the Management by implication admits that the order of termination of the services of the workman w.e.f. 2-1-83 was not justified and it is for the reasons that Management has already decided to regularise the services of the workman from the date of his appointment and also to have taken him back on duty. In the circumstances, the workman is entitled to back wages and hence it is directed that the workman shall be reinstated with continuity of service and full back-wages. Reference is disposed of accordingly.

Dated : August 13, 1986.

G. S. KALRA, Presiding Officer

Further It is ordered that the requisite number of copies of this Award may be forwarded to the Central Govt. for necessary action at their end.

Dated : August 13, 1986

[No. L-13012/84 D II(B)]  
HARI SINGH, Desk Officer

नई दिल्ली, 12 सितम्बर, 1986

का. अ. 3262—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, केंद्रित एंजीनरिंग आफिसर, आगरा के प्रबंधन सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-86 को प्राप्त हुआ था।

New Delhi, the 12 September, 1986

S.O. 3262.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cantonment Executive Officer, Agra and their workmen, which was received by the Central Government on the 2nd August, 1986.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 9/85

In the matter of dispute between :

Shri Ayub Khan,  
C/o Shri Surender Singh,  
Secretary, INTUC,  
21236, Namnair,  
Agra.

Versus

The Cantonment Executive Officer,  
Cantonment Board,  
Agra.

APPEARANCES :

Shri Surinder Singh—for the workman.

Shri A. K. Chaudhary—for the Management.

AWARD

The Central Government, in the Ministry of Labour vide its notification No. L-13012(6)/84, D. II(B) dated 25-2-85 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Cantonment Board Agra Cantt in terminating the services of Shri Ayub Khan w.e.f. 2-1-83 is justified. If not to what relief is the workman concerned entitled ?".

2. The workman in his statement of claim has stated that he was regular employee of the respondent but he was not given regular grade of pay and the Management arbitrarily and illegally terminated his services on 2-1-83. He had also filed an application under section 33-C(2) of the Act before the Central Govt. Labour Court, Kanpur and although his claim was computed the Management has not yet made the payment. The workman has sought his reinstatement with continuity of service and full back wages.

3. The Management in its written statement stated that in view of the Orders of the Ministry of Defence Government of India dated 28-2-85 and also the settlement arrived at in adjudication case No. 218/1983, the dispute raised by the workman stands resolved as the workman has already been regularised in service from the date of his appointment and the workman has also joined duty with the respondent. In short, the present reference has become infructuous. In a subsequent application submitted by the Management it was further averred that as regards the back-wages there were certain practical difficulties because the Ministry of Defence in its order had not made any mention as to what modus operandi was to be adopted to find out the concerned employee's entitlement to back-wages; secondly the workman was offered to join duty according to settlement dated 7-9-83 but he did not care to join duty whereas the other workman similarly placed had resumed duty w.e.f. 7-9-83 and in these circumstances whether the period from October, 83 till the workman actually joined duty will be considered as intentional absence or whether he can be considered on duty has to be decided by the Ministry of Defence Government of India. Since the matter was under the consideration of the Ministry of Defence the Cantonment Board, Agra was not in a position to either concede or refuse any payment towards the back-wages. Hence it was prayed that this Tribunal may pass an Award in terms of the orders of the Ministry of Defence, Government of India dated 28-2-85.

4. It is apparent from the reply filed by the Management that the claim of the workman for reinstatement has been conceded and he has actually been taken into service. The question that remains for consideration is regarding the entitlement of the workman to the back-wages. The settlement which is stated to have been arrived at between the parties on 7-9-83 has not been made available and therefore, it has not been possible to know as to what were the terms of the said settlement. However, one thing is clear that the Management by implication admits that the order of termination of the services of the workman w.e.f. 2-1-83 was not justified and it is for the reasons that Management has already decided to regularise the services of the workman from the date of his appointment and also to have taken him back on duty. In the circumstances, the workman is entitled to back wages and hence it is directed that the workman shall be reinstated with continuity of service and full back-wages. Reference is disposed of accordingly.

Dated : August 13, 1986.

G. S. KALRA, Presiding Officer



Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Govt. for necessary action at their end.

August 13, 1986.

G. S. KALRA, Presiding Officer  
[L-13012/6/84-D-II(B)]

का. आ. 3263:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार, सेंट्रल वयरहाउसिंग कार्पोरेशन के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-8-86 को प्राप्त हुआ था।

S.O. 3263.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workmen, which was received by the Central Government on the 25th August, 1986.

#### ANNEXURE

BEFORE SHRI N. A. CHANHAN, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT AHMEDABAD

Reference (ITC) No. 3 of 1986.

#### ADJUDICATION

#### BETWEEN

The management of Central Warehousing Corporation,  
Rajkot. —First Party.

#### AND

Shri Sakaria Laxmanbhai Mathabhai, an employee of  
Central Warehousing Corporation residing at Bhagwan Street, 5/11, Nr Ramji Temple, Rajkot-3.

—Second Party.

In the matter of termination of services of Shri Sakaria Laxmanbhai Mathabhai, Watchman is legal and justified, if not, to what relief the workman is entitled to ?

#### APPEARANCES :

Shri Shirish M. Pandit, Advocate—for the first party.  
STATE : Gujarat. INDUSTRY : Warehousing, Ahmedabad.

#### AWARD

This reference under section 10 of the Industrial Disputes Act has been referred to this Tribunal by the Government of India vide its Order No. L-42012(30)/85-D. II-(B) dt. 17th February, 1986 communicated to the Tribunal by the Desk Officer, Ministry of Labour to receive the Industrial Dispute between the aforesaid parties. The dispute referred is :

“Whether the action of the management of Central Warehousing Corporation Rajkot in terminating the services of Shri Sakaria Laxmanbhai Mathabhai Watchman is legal and justified, if not what relief the workman is entitled to ?”

2. The Desk Officer simultaneously wrote to the second party namely, watchman Shri Sakaria Laxmanbhai Mathabhai to file a statement of claim before this Tribunal within 15 days from the receipt of the aforesaid letter and also informed him to forward a copy of that statement to the opposite party. Still however, no statement of claim was ever filed by the second party Shri Sakaria Laxmanbhai Mathabhai before this Tribunal and therefore with a view to give a chance to the second party to file a statement of claim. This Tribunal issued notice to both the parties to appear before this Tribunal on 14th March, 1986. In pursuance of this notice the first party namely management of Central Warehousing Corporation, Rajkot appeared through advocate Shri Pandit. It also appears that the notice issued to the second

party Shri Sakaria Laxmanbhai Mathabhai could not be served as the second party was not found to be residing at the address given in the order of reference. Still however, a further attempt was made to serve the notice to the second party through to office of the Industrial Court Rajkot. But it was reported that on enquiry the second party was not found to be residing at the address given in the order of reference. In order to locate the address of the second party a letter was written to Desk Officer, Ministry of Labour, New Delhi. The Regional Labour Commissioner (Central) Ajmer and the Assistant Labour Commissioner (Central) Adipur (Kutch) to intimate to this Court if they were in the know of any other address of the second party. No reply has been received from all these officers. The first party was also instructed to find out the whereabouts of the second party. But the senior clerk of the first party has filed a statement at Ex. 11, that the second party was not found to be residing at the address given in the order of reference. He has further informed that no other address of the second party was available. He has also mentioned that the second party had filed a proceeding in the Labour Court against the first party but thereafter he has also withdraw that proceeding and the corporation is not in the know of any other the address of the second party. Thus the second party at whose instance the Government of India has made the reference has shown no inclination to proceed with this reference. The second party has not informed about the change of address and therefore it is not possible to contact him as per rules. I was obligatory for the second party to file a statement of claim within 15 days from the receipt of the order of reference passed by the Govt. of India, but that has not been done. Thus it is clear that the second party is not keen to proceed with this reference. This reference was sought by the second party and he does not keen to proceed with this reference. This reference therefore requires to be disposed of for want of prosecution, I, therefore propose the following order in this reference :

#### ORDER

The second party, who sought this reference is not keen to proceed with the reference. This reference is therefore disposed off for want of prosecution but with no order as to costs.

Ahmedabad, 20th June, 1986.

N. A. CHANHAN, Presiding Officer  
[No. L-42012/30/85-D. II(B)]

का. आ. 3264:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार, भारतीय खाद्य नियम, हलद्वानी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-86 को प्राप्त हुआ था।

S.O. 3264.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Haldwani and their workmen, which was received by the Central Government on the 22nd August, 1986.

#### ANNEXURE

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
KANPUR

Industrial Dispute No. 236 of 1985

Reference No. L-42011/3/84-D.V. dated 15-3-1985

In the matter of dispute between :

The President,

Food Corporation of India Employees Congress,  
District Office Unit, 7/47 Civil Lines, Bhotia Paraw,  
Haldwani District Nainital, Uttar Pradesh.

AND

The Senior Regional Manager,

Food Corporation of India 5/6 Habullah Estate,  
Hazaratganj, Lucknow.

#### APPEARANCES :

Shri V. N. Sekhari—representing the workman.

Shri R. S. Rathora—representing the Management.

#### AWARD

1. The Central Government, vide its notification no. L-42011(3)/84-D.V. dated 15-3-1985 has referred the following dispute for adjudication to this tribunal :

Whether the action of Food Corporation of India in discriminating between the employees of the depot/centres, Purchase Office, Pay Office and that of their District Office Haldwani (all under Distt. Office Haldwani) with regard to overtime rate since December, 1982 is justified and reasonable ? If not to what relief the workmen of Distt. Office Haldwani are entitled ?

2. It is admitted that the management of Food Corporation of India Head Quarter at New Delhi issued a circular No. 124 dt. 14-12-1982 regarding payments of over-time allowance to employees of FCI working at ports, godown and depots. It is laid down therein clause (i) (a) that provisions of the Shop & Commercial Establishment Act except of over time allowance payments will be applicable only to the staff working in ports godown and depots falling within the local area to which the act has been extended. It is further mentioned therein clause IV that the existing procurement allowance shall not be payable at those centres where the shop and Commercial Establishment Act is applicable and is enforced. Thus obviating the payment of double allowance.

3. The case of the workers union is that the employees working at the district office and administrative office were deprived of the payments of such over time allowance and particularly the employees working at the district office Haldwani of the FCI were denied the payment of over time allowance which was payable to their employees with effect from 1-12-1982 in view of the above circular No. 124. The case of the union is that non payments of this allowance to the workmen employed at district offices and payment of said allowance to workmen of ports godowns and depots was discriminatory and hence unjustified, unreasonable, illegal and arbitrary. It is further averred that non payment of over time allowance under section 6 of the UP Shop & Commercial Establishment Act to the employers working in the district office Haldwani is by itself illegal and unjustified, that the District Office of FCI being the coordinating and controlling for all operations administration carried out by depot/centres is a commercial establishment within the meaning of Shop Act. It is further averred that the staff of the district office often has to stay beyond office hours for reconciling business ensure timely payments etc. and non payments of over time to them is unreasonable and unjustified illegal and discriminatory and that as the FCI being controlled by Govt. of India comes in the definition of state within the meaning of article 12 of the Indian Constitution and entitled to benefits of article 14, 16, 42 and 43 of the same. It is also averred that the employees of the District Office are entitled to get same rate of wages and over time as is paid by FCI to its employees posted in the same area place region town or districts. They are further entitled to payment of over time allowance as the pay office and district office of Haldwani are stationed in the same building from December, 1982 till Jan., 1984 after which both offices were running in same place in Haldwani.

4. The management contested the application of the applicants on the ground that the employees of the district office Haldwani are not covered under UP Shop and Commercial Act by the authorities concerned and also by the Government of India, and as such they were rightly refused over time, payment under the said act and there was no discrimination. The management however concedes that to matter of payment of over time as governed by Over time Allowance rules of Central Government has been accepted by the employees of the District Office as condition of their services. It is averred by the management that the district

office Haldwani is only a coordination office and controlling centres of the principal office having its head quarters at Delhi and as such it would be wrong to say that the District Office is a Commercial establishment and that the employees of the District Office are paid wages besides over time allowance in accordance with the provisions applicable to them and thus the officials of the district office are not entitled to over time allowance as per shop and Commercial Establishment Act.

5. The management wanted to take legal pleas of want of jurisdiction and maintain ability as preliminary point and it was ordered that the two points should be considered along with the main case.

6. On behalf of the management the present District Manager Haldwani Shri B. P. Agarwal gave his affidavit testifying the stand taken by the management and he has admitted the letter dt. 28-3-85 whereby the District Manager admitted that the office of Haldwani was running in the same building and premises till 1-1-1981 and that the over time allowance to pay office staff Haldwani was made under the Shop & Commercial Act from December, 1982. He admits that under the District office Haldwani there are six depots situated and there are no definite number and it increased or decreased accordingly for procurement and none of the purchase centres are maintained permanently and that there are no procurement purchase office and only purchase centres are there. He has further stated that as the purchase centres working hours are different and normally it is from 8 am to 5pm whereas in the District Office working hours are from 10 a.m. to 5 p.m. He has admitted that the rates of over time are different in District Office and in purchase centres and similarly in pay office and in depots over time rates are different. He has further stated that in Haldwani Shop & Commercial Act is applicable to the areas under municipality and to those areas which are outside the said act is not applicable. He further admits that between December 1982 to January 84 the District office and pay office in Haldwani were located in the same building within the local limits of the corporation. He has admitted that one Shri A.K. Sharma an employee of the District Office was paid over time at the rate of 3.45 per day per hour on 2-1-84 and 29-1-84 and some other date and he was paid over time at the rate of 14.75 per hour for 8-6-84 and 7-7-84 and at the rate of 15.45 on 15-9-84 and at the rate of 15.36 on 11-12-84. He stated that from the register it is not clear where the workman worked on those dates. He stated that only two rates of over time allowance are applicable one CCS rules and other is UP Shop and Commercial Act and payment under UP Shop and Commercial Act was made considering the nature of duty employees had performed as under the CCS rules one has different nature of duty. In the end he admits that when a workman of district office is deputed in pay office in same building at Haldwani he is paid over time as UP Shop & Commercial Act which he did not gets as over time when he sits in the District Office.

7. On behalf of the employees Shri N. B. Pande president FCI Employees Congress gave his evidence on affidavit reiterating the stand of the claim statement. According to him pay scales service conditions and service rules and working hours are the same for workman working in the District Office as well as workmen working in Depots purchase office and pay office. He has also averred therein that the Shop Act is applicable at Rampur, Nainital, Haldwani, Kaslipur and Ram Nagar. In the end he reiterates the stand that different set of workmen at Haldwani and other places is discriminatory.

8. In cross examination that in FCI food grains are purchased preserved and sold and at places they have also Dal Mills and FCI Staff Regulations Act 1971 is applicable to its staff. He admits that depot staff works where there is depot and at times they have to work in open. He further admits that though he is working in the District Office he has to go out when deputed for procurement work. He further admitted that working conditions in office and depots are different. He clarified his above statement saying that except issue and despatch there is no difference in working of depot and office. In the end he states that he does not know that District office members gets over time allowance or not.

9. The management has filed the letter of Government of India, Ministry of Agriculture dt. 23-4-76 whereby it is specifically mentioned that OTA to regular staff of the Corporation is admissible on the same terms and condition as applicable to Central Government Employees. The Management have further filed the FCI Head Quarters letter dt. 3-8-83 ext. M-1 in which it was mentioned that the matter regarding applicability of Shop and Commercial Establishment Act for employees working in the District Office Regional Office is under examination in consultation with Government of India and as soon as decision is received will be communicated to all concerns. Under section 45 of the FCI Act, 1964 powers have been given to the Corporation to make regulations regarding function of duties and other matters. In applying two sets of over time rules for the employees of the Corporation there is no question of any change in service condition and hence no notice as required under section 9A of the Act (ID Act) is required. As observed earlier the Corporation is liable to pay over time allowance to all its employees as applicable to Central Government employees but overtime allowance for workmen working in godowns depots and ports covered by Shop and Commercial Establishment Act are to be paid as per rate given in that and it was on that account that existing procurement allowance was not payable to workmen of such depots or centres, thus the management has not discriminated allowance to its workmen regarding payment of overtime allowance but some of the workmen of the Corporation who have a different nature of duty and whose working come under the Commercial Establishment Act are to be paid overtime allowance as per rate given therein. Thus the management has no discrimination on the point of payment of overtime allowance. It is true that the FCI itself does not come under Shop & Commercial Act and its district office working under the direction of the Head Office is not a commercial establishment but the actual places where procurement, storage and distribution and payment of the grain procured is made comes under the definition of Shop & Commercial Act and the management rightly agreed that they be paid over time allowance at that rate as deposed by the District Manager, that who at times works in open or from early hours in the morning from 8 to late hours till 8 p.m. in procurement seasons and on the spot payment of procured articles has to be made, it has different working, thus the working of the office and those depot centres purchase office and pay office works have a different function, thus even if one of the pay offices is situated in the same building as District Office it cannot be said that the working of the District Office is the same than that of pay office and that as pay office comes under Shop & Commercial Act and district office working on the same roof as pay office will not become a shop and commercial establishment and it would be wrong to say that the management has discriminated in the matter of paying them overtime allowance as they have different nature of work. Thus there is no discrimination on this point. The workmen of the district office come under the administrative cadre and those working actually for purchase storage they come under the depot or godown and difference for that purpose that depot purchase office and pay office and depot centres are maintained. Thus the two have a quite different set of working whereas one deals with the administrative side and the other deals with the commercial side.

10. As regards the point of jurisdiction, the jurisdiction of the Tribunal arises only in matters of industrial disputes and when such disputes are referred by Central Government to it for adjudication. In the instant case, the dispute is between the management and its workmen connected with the terms of employment and is an industrial dispute within the meaning of Sec. 2K of the ID Act. Moreover, said dispute has been referred to the Tribunal for adjudication by appropriate government hence this court has jurisdiction to try the case.

11. The management has not specifically shown how the application/reference is not applicable when once the court has jurisdiction and the industrial dispute has rightly been referred, the reference is maintainable. The management has not created any discrimination rather the different types of overtime allowance payable are statutory and on just and reasonable grounds considering the working conditions of those working in the office and those working on the commercial side which carried duty of hazardous working at times in

open from morning till evening and comes under the definition of Shop and Commercial Act as they actually indulge in purchase of food grains, payment of its prices, storage and ultimately sending it to places where required.

12. In these circumstances and for the reasons discussed above I hold that there is absolutely no discrimination and the reference is triable by Tribunal and I consequently give my award holding action of the management under reference is justified. The result is that they are not entitled to any relief.

13. I, therefore, give my award accordingly.

14. Let six copies of this award be sent to the Government for its publication.

R. B. SRIVASTAVA, Presiding Officer  
[No. L-42011|3|84-D V|D. II(B)]

का. आ. 3265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम, हैदराबाद के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अभिघर्षण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-86 को प्राप्त हुआ था।

S.O. 3265.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Hyderabad and their workmen, which was received by the Central Government on the 26th August, 1986.

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)  
AT HYDERABAD.

PRESENT :

Shri J. Venugopala Rao, Industrial Tribunal.

Industrial Dispute No. 56 of 1985.

#### BETWEEN

The Workmen of Food Corporation of India, Hyderabad.

#### AND

The Management of Food Corporation of India, Hyderabad.

APPEARANCES :

Shri Mohd. Lateefuddin, Trade Unionist and Labour Consultant for the Workmen.

Sarvasri M. V. Bharathi and Ravindra Bharathi, Advocates for the Management.

#### AWARD

The Government of India, Ministry of Labour by its Order No. L-43012(13)|85-DV dated 3-9-1985 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Food Corporation of India, Hyderabad and their Workmen to this Tribunal for adjudication :

"Whether the action of the management of Food Corporation of India, Sanathnagar, Hyderabad in not considering Shri Shak, Abdullah, Ex. Watchman subsequent to his termination on 26-11-1976 for his employment is justified? If not to what relief the workman is entitled for?"

This reference has been numbered as Industrial Dispute No. 56 of 1985 and notices were issued to the parties.

2. The claims statement filed by Shri Shaik Abdullah with request to pass an Award directing the Management of Food

Corporation of India to reinstate him with full back wages and continuity of service with all other attendant benefits.

(a) According to him he was appointed as daily rated Watchman by order dated 3-5-76 and posted at F.C.I. Sanathnagar where he was working to the entire satisfaction of the superiors without any complaints whatsoever. It is also his case that when he was regularly working without any break and completed nearly 208 days. All of a sudden without following the procedure or sections of the Industrial Disputes Act particularly Section 25-F of the I. D. Act, the Respondent terminated the services of the petitioner through a letter dated 25-11-1976 with effect from 26-11-1976. He also pointed out that several juniors were in service and no principle of last come first go was adopted and the juniors are mentioned in this claims statement. He also mentioned that some of them who were juniors were taken back for duty overlooking the petitioner after a break of two years and also taken some others who absconded are liable for termination overlooking his claims. It is his case that he approach the Union and the Union took up his case and finally when they appointed 46 daily rated watchmen on regular basis also as mentioned in the claims statement. The petitioner's claims were overlooked and the matter also failed in the conciliation process. Thus the matter was referred to the Tribunal to decide the issue whether the action of the management is proper in terminating him and he wanted justice to be done in this case.

3. In the counter filed by the Food Corporation of India, it is mentioned that the Petitioner-workman has no right to continue in service as his appointment is irregular because of his minority and the petitioner worked for 6 months from 3-5-1976 to 26-11-1976 and he was not having 240 days of continuous service excluding Sundays and Holidays, therefore Section 25F of the I. D. Act have no application. So it is also mentioned that he cannot challenge the continuation of others whether senior or junior and similarly he does not get any right to object for the appointment of three employees mentioned in the para 5 of the petition. It is also mentioned that there was inordinate delay for filling the application for over nine years. Therefore the matter has become stale and all other matters referred by him are irrelevant. The Petitioner's contention that Section 25-B of the I. D. Act and Section 25H of the I. D. Act are not applicable to him. All other allegations that are not tenable at the most the petitioner's case may attract Section 25FFF of the I.D. Act. He is entitled to compensation subject to his fulfilling the other conditions enumerated in the said section.

4. The Workman examined himself as W.W1 and marked Exs. W1 to W18 while the Management examined one witness as M.W1 and marked Ex. M1.

5. W.W1 stated that he was employed in the Food Corporation of India as Watchman and in Ex. W1 there was nothing mentioned about the appointment but it is only contractual one and he was appointed on daily rated basis but his wages were paid every month. He marked Ex. W2 is the termination order. According to him without any reason and without conducting any enquiry he was terminated from service on 26-11-1976. It is also his case that number of juniors were there when he was terminated. After his termination some three persons who were taken into service having nearly two years break in their service and he mentioned their names in para 5 and those who were taken subsequent to him were juniors to him mentioned in para 6. He also sent telegram as per Exs. W3, W4, W5 and representation to Madras, Hyderabad and New Delhi officials under Exs. W6, W7, W8, W9 and W10. The conciliation minutes are marked as Ex. W11. The representative of the workman at the conciliation meeting made a representation as per Ex. W12 and Ex. W13 is the minutes of the meeting dated 2-3-1985 and failure of the conciliation submitted to the Government is marked as Ex. W14. He marked the instructions governing their service conditions which are part of the F.C.I. Standing Orders under Ex. W15 to W18. It is his case that he is not employed after he was terminated as he could not get employment elsewhere. According to him when he was appointed the Respondent never requested or asked him to produce the employment card or age proof and he was not aware that he should pass 8th class for recruitment as per the Staff Rules.

6. M.W 1 is the Assistant Manager, District Office, Sanathnagar. According to him the said workman did not complete 240 days continuous service, thus he is not entitled to reinstatement in service with full back wages and attendant benefits. It is his case that the petitioner worked for 6 months from 3-5-1976 to 26-11-1976 and he is not having 240 days of continuous service excluding Sundays and Holidays and thus Section 25-F have no application to him, and Sections 25-H and 25-B are not applicable to him. He admitted that the workman was working under the control of Depot Superintendent III, Nampally before the date of his termination and he could not say which Godown he was working at the date of termination. According to him due to exigency of requirement it was a fact that they did not verify the age, educational qualifications or whether any person is registered with the Employment Exchange or not while taking them into the service as Watchman at Food Corporation of India Godown. He conceded that Shaik Abdullah was appointed as daily rated Watchman. There is no period mentioned for a particular time and they were paid the wages totally on a monthly basis as per the attendance and watchman was working on Sundays and Holidays also at the godowns as there is necessity. Finally he could not produce any Attendance Register to show that the petitioner did not work for more than 240 days. He admitted that those who are mentioned in the claims statement were juniors to him and they were taken back into service also. But it is his case that they satisfied the requirements of employment rules and they were registered in Employment Exchange and he conceded that in Ex. W1 that they did not ask him to produce the are certificate. He also conceded that he was not called for interview when his juniors were reappointed. According to him due to paucity of time to go into the usual time consuming process the petitioner was appointed without verifying all these aspects whether he satisfied the requirement or not. According to him they also obtained the signature of the workman on the voucher of payment Ex. M1 for the month of September 1976 the original payment book is produced before the Tribunal now. But he conceded that Ex. M1 are the original book that did not contain the number of days that the petitioner worked.

7. At the outset the Management virtually conceded all the aspects of the Petitioner's claim as seen from the evidence of M.W1. M.W1 though produced Ex. M1 as the photostat copy of the Bill Number dated 1-10-1976 for September, 1976 he conceded that Ex. M1 or its original register did not contain number of days that the petitioner worked. On the other hand he also conceded that the petitioner worked on Sundays and holidays also and from 3-5-1976 to 26-11-1976 and if Sundays and Holidays are also calculated he could not say how he did not complete 240 days continuously. It is admitted that his salary was paid once in a month as per the attendance and on Sundays and holidays the workman was working at the Godowns as there was necessity. It is the mistake of the Management that on the ground of exigency they overlooked the Rules whether the Petitioner was an Employment Exchange candidate or not, whether he was minor or not on the date of entering into service under Ex. W1 and they recruited him. Having recruited him, on the date of termination when he satisfied the requirements including experience and when others who were terminated admittedly were recruited. The arguments that appointment was done due to exigency on contractual basis are, all coined for the purpose of getting over the case. The very exigency that having found that work was satisfactory to terminate him after 240 days continuous service when the Circulars under Exs. W15 to W18 are clear on these matters is something adding insult to injury. In fact the workman made representation under Exs. W6 to W10 case averments under Exs. W3 to W5 and also minutes of conciliation under Ex. W11 and W13 would show that he was being penalised when the juniors to him were continued and further recruitment was also done afresh. Atleast when fresh appointment of juniors were called for as elicited in the claims statement when they filed 46 vacancies they should have considered his case and therefore looked from any angle it is not correct to say that Sections 25-F and 25-H of the I. D. Act were not attracted in the instant case. It is clear case where the violations are done affecting all the provisions of I. D. Act and payment of compensation as contemplated under Section 25FFF will solve the problem. It is clearly seen that under Ex. W13 the matter dragged on till 2-3-1985 in some

form or other from the date of termination on 26-11-1976 under Ex. W2. So the delay of nine years is not due to the fault of the workman. The workman is the really hard hit person. For no fault of his, he was penalised and discriminated by the Management though he was appealing to the good sense as available to his means by written representations and also through conciliation agencies. Therefore on a careful perusal of the entire material and when his duties are noted in the open storage godowns for receiving stocks and when he worked for about 6 months and said noted register showing the duties are not produced and when his termination was not denied on the ground that he was not discharging his duties satisfactorily and when the averments in the claims statement that at the time of his termination that several juniors to him were being continued and further some others were taken into duty overlooking him and fresher numbering 46 circular dated 18-6-1984 would show that the management violated all canons of principles of natural justice and also ignored the claims of the workman who satisfied the requirements of 240 days continuous service having worked on Sundays and Holidays and Circulars Ex. W15 to W18 were not implemented in his case and it is a clear case of victimisation and thus he is entitled for all the benefits as played for.

8. Therefore, I hold that the action of the Management of Food Corporation of India, Sanathnagar, Hyderabad in not considering Shri Shaik Abdulla, Ex-Watchman subsequent to his termination on 26-11-1976 for his employment is unjustified and the workman is entitled for all the reliefs including reinstatement and back wages with attendant benefits.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 5th day of August, 1986.

#### INDUSTRIAL TRIBUNAL

##### Appendix of Evidence

##### Witnesses Examined for the Workman :

W.W1 Shaik Abdullah

##### Witnesses Examined for the Management :

M.W1 F. J. Chelladorai.

##### Documents marked for the Workman :

Ex. W1 Photostat copy of the Appointment Order dt. 3-5-76 on daily rated basis issued to Shaik Abdullah by the District Manager, Food Corporation of India, District Office, Sanathnagar, Hyderabad.

Ex. W2 Photostat copy of the termination Order dt. 25-11-76 issued to Shaik Abdullah by the District Manager, Food Corporation of India, District Office, Sanathnagar.

Ex. W3 Photostat copy of the Telegram sent by Shaik Abdullah to the Food Corporation of India, Head Quarters, New Delhi with regard to regularisation of his service.

Ex. W4 Photostat copy of the Telegram dt. 9-7-84 sent by Shaik Abdullah to the Food Corporation of India, New Delhi requesting justice by considering his case.

Ex. W5 Photostat copy of the Telegram dt. 9-7-84 sent by Shaik Abdullah to the Zonal Office Food Corporation of India, Madras requesting justice by considering his case.

Ex. W6 Photostat copy of the Representation made by Shaik Ibrahim and Shaik Abdullah to the Senior Regional Manager, Food Corporation of India, Regional Office, Hyderabad.

Ex. W7 Photostat copy of the Representation dt. 3-12-82 made by Shaik Ibrahim and Shaik Abdullah to the District Manager District Office, Food Corporation of India, Sanathnagar, Hyderabad.

Ex. W8 Photostat copy of the Representation dt. 4-1-83 made by Shaik Ibrahim and Shaik Abdullah to the Managing Director, Food Corporation of India, New Delhi.

Ex. W9 Photostat copy of the Representation dt. 2-6-83 made by Shaik Ibrahim and Shaik Abdullah to the General Manager, Food Corporation of India, South Zone, Madras.

Ex. W10 Photostat copy of the Representation dt. 4-1-83 made by Shaik Ibrahim and Shaik Abdullah to the Chairman, Food Corporation of India, Head Office, New Delhi.

Ex. W11 Photostat copy of the Minutes of discussions held on 24-1-85 in the Industrial Dispute between the Management of F.C.I. Sanathnagar and their workman Shaik Abdullah.

Ex. W12 Photostat copy of the Representation dt. 21-2-85 made by Mohd. Lateefuddin authorised representative for the workman to the Assistant Labour Commissioner (C), Hyderabad (A.P.).

Ex. W13 Photostat copy of Minutes of the Conciliation Proceedings held in the Office of the Regional Labour Commissioner (C), Hyderabad on 8-3-85 in the Industrial Dispute between the Management of Food Corporation of India, Sanathnagar and their workman Shaik Abdullah regarding alleged termination of services and for appointment as regular watchmen.

Ex. W14 Failure of conciliation report dt. 30-3-85.

Ex. W15 Photostat copy of the letter dt. 16-6-84 addressed by District Manager, Food Corporation of India, District Office, Sanathnagar to the Assistant Manager (Depot) Food Corporation of India with regard to appointment of daily rated watchman on regular basis.

Ex. W16 Photostat copy of the notification No. 4-8/75-EP dt. 4-2-1976 with regard to Food Corporation of India (Staff) regulations 1971 Amendment.

Ex. W17 Photostat copy of the letter dt. 5-11-84 addressed by Zonal Manager, Food Corporation of India, Madras to the Manager Personnel (East.) Food Corporation of India, Headquarters New Delhi with regard to representations received from Shaik Ibrahim and Shaik Abdullah, Ex-daily rated watchmen of Sanathnagar (AP) requesting for reinstatement.

Ex. W18 Photostat copy of the Letter dt. 11-1-83 addressed by District Manager, Food Corporation of India, District Office, Sanathnagar to the Sr. Regional Manager, Food Corporation of India, Regional Office, Madras with regard to request made by Shaik Ibrahim and Shaik Abdullah daily rated Watchmen for appointment in F.C.I.

##### Documents marked for the Management. :

Ex. M1 Photostat copy of the Bill No. DSSN/238/76-77 dt. 1-10-76 for September, 1976.

sarma/18-8-76

J. VENUGOPALA ROA, Industrial Tribunal  
[No. L-42012/13/85-DV/II(B)]

का. आ. 3266 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, कान्टोन्मेंट इन्फ्रस्ट्रक्चर आफिसर, आगरा के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-86 को प्राप्त हुआ था।

S.O. 3266.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cantonment Executive Officer, Agra and

their workmen, which was received by the Central Government on the 22nd August, 1986.

#### ANNEXURE

BEFORE SHRI G. S. KALRA : PRESIDING OFFICER :  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL :  
NEW DELHI  
I.D. No. 6/85

In the matter of dispute between :

Shri Usman Khan,  
C/o Shri Surender Singh,  
Secretary, INTUC(UP),  
2/236, Namnair,  
Agra.

Versus

The Cantonment Executive Officer,  
Cantonment Board,  
Agra.

#### APPEARANCES :

Shri Surinder Singh—for the workman.

Shri A. K. Chaudhary—for the Management.

#### AWARD

The Central Government, in the Ministry of Labour vide its notification No. L-13012(9)/84.D.II(B) dated 25-2-85 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Cantonment Board Agra Cantt in terminating the services of Shri Ushman Khan w.e.f. 2-1-83 is justified ? If not, to what relief is the workman concerned entitled."

2. The workman in his statement of claim has stated that he was regular employee of the respondent but he was not given regular grade of pay and the Management arbitrarily and illegally terminated his services on 2-1-83. He had also filed an application under section 33-CV(2) of the Act before the Central Govt. Labour Court, Kanpur and although his claim was computed the Management has not yet made the payment. The workman has sought his reinstatement with continuity of service and full back wages.

3. The Management in its written statement stated that in view of the Orders of the Ministry of Defence, Government of India dated 28-2-85 and also the settlement arrived at in adjudication case No. 218/1983 the dispute raised by the workman stands resolved as the workman has already been regularised in service from the date of his appointment and the workman had also joined duty with the respondent. Therefore, the present reference has become infructuous. In a subsequent application submitted by the Management it was further averred that as regards the back-wages there were certain practical difficulties because the Ministry of Defence in its order had not made any mention as to what modus operandi was to be adopted to find out the concerned employee's entitlement to back-wages; secondly the workman was offered to join duty according to settlement dated 7-9-83 but he did not care to join duty whereas the other workmen similarly placed had resumed duty w.e.f. 7-9-83 and in these circumstances whether the period from October, 83 till the workman actually joined duty will be considered as intentional absence or whether he can be considered on duty has to be decided by the Ministry of Defence Government of India. Since the matter was under the consideration of the Ministry of Defence the Cantonment Board, Agra was not in a position to either concede or refuse any payment towards the back-wages. Hence it was prayed that this Tribunal may pass an Award in terms of the orders of the Ministry of Defence, Government of India dated 28-2-85.

4. It is apparent from the reply filed by the Management that the claim of the workman for reinstatement has been conceded and he has actually been taken into service. The question that remains for consideration is regarding the entitlement of the workman to the back-wages. The settlement which is stated to have been the parties on 7-9-83 has not been made available and therefore, it has not been possible

to know as to what were the terms of the said settlement. However, one thing is clear that the Management by implication admits that the order of termination of the services of the workman w.e.f. 2-1-83 was not justified and it is for the reasons that Management has already decided to regularise the services of the workman from the date of his appointment and also to have taken him back on duty. In the circumstances, the workman is entitled to back wages and hence it is directed that the workman shall be reinstated with continuity of service and full back-wages. Reference is disposed of accordingly.

G. S. KALRA, Presiding Officer

AUGUST 13, 1986.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Govt. for necessary action at their end.

AUGUST 13, 1986.

G. S. KALRA, Presiding Officer  
[No. L-13012(9)/84-D.II(B)]  
HARI SINGH, Desk Officer.

नई दिल्ली, 10 सितम्बर, 1986

का. आ. 3267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. सिंगरेंगी कोलरीज कम्पनी लिमिटेड, कोल कोमिकल कम्प्लेक्स, बेलामपल्ली, अदिलाबाद जिला (आन्ध्र प्रदेश) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों, के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण द्वारा पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25 अगस्त, 1986 को प्राप्त हुआ था।

New Delhi, the 10th September, 1986

S.O. 3267.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Co. Ltd., Coal Chemical Complex, Bellampalli, Adilabad Distt. (A.P.) and their workmen, which was received by the Central Government on the 25th August, 1986.

#### BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

#### PRESENT :

Sri J. Venugopala Rao, Industrial Tribunal.

Dated this the 14th day of July Nineteen hundred and Eighty Six

Industrial Dispute No. 58 of 1984

#### BETWEEN

The Workmen of Coal Chemical  
Complex of Messrs Singareni  
Collieries Company Limited.  
Adilabad District. (A.P.,

#### AND

The Management of Coal Chemical  
Complex of Messrs Singareni  
Collieries Company Limited,  
Adilabad District. (A.P.)

#### APPEARANCES :

(1) None for the Secretary Central Council  
Singareni Collieries Workers Union  
(INTUC), Adilabad (A.P.)

- (2) Sri G. Bikshapathy, Advocate for the Coal Chemical Complex Workers Union (INTUC), Adilabad District. (A.P.)
- (3) None for the President, Tandur Coal Mines Labour Union (INTUC) Adilabad (A.P.)
- (4) Sri Nowshad Ali, Advocate for the General Secretary, Singareni Collieries Engineering Workers Union (H.M.S.) Adilabad District. (A.P.)
- (5) None for the Singareni Collieries Motor Drivers Association, Coal Chemical Complex Port 504 302, Adilabad District (A.P.) and
- (6) Sarvasri K. Srinivasa Murthy, H. K. Saighal and Kumari G. Sudha, Advocates for the Management.

Miscellaneous Petition No. 36 of 1984

in

Industrial Dispute No. 2 of 1982

#### BETWEEN

Workmen of Coal Chemical Workers Union, Singareni Collieries Company Limited, Bellampalli, Adilabad District (A.P.)

Petitioners.

#### AND

The Management of Singareni Collieries Company Limited, Bellampalli, Adilabad District. (A.P.)

...Respondent.

#### APPEARANCES :

- (1) Sri G. Bikshapathy, Counsel for the Petitioners.
- (2) Sarvasri K. Srinivasa Murthy, H. K. Saighal and Kumari G. Sudha, Advocates for the Respondents.

#### COMMON AWARD

The Government of India Ministry of Labour, New Delhi, by reference No. L-22011(5)/84-D.IIB, dated 18th October, 1984, under Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to this Tribunal for adjudication of the Industrial Disputes between the workmen and the Management of Coal Chemical Complex of Singareni Collieries Company Limited, Adilabad District (A.P.) with the following issues :

"Whether the management of Coal Chemical Complex of Singareni Collieries Company Limited is justified in effecting the change in shift hours with effect from 30-11-1983? If not, to what relief are the workers concerned entitled ?"

2. Soon after the receipt of the above reference it was registered as I.D. No. 58/84. Notice dated 26-10-84 was issued to the parties. The workmen were directed to file their claims statement on or before 12-11-1984 while serving a copy of it on the management. The President, Coal Chemical Complex Workers' Union (INTUC) Adilabad and the General Secretary, Singareni Collieries Engineering Workers' Union (H.M.S.) Adilabad District, filed

their claims statements representing their Unions of Coal Chemical Complex Workers' Union (INTUC) Adilabad and the Singareni Collieries Engineering Workers Union (H.M.S.) Adilabad respectively seeking to set aside the action of the management in effecting the change of shift hours with effect from 30-11-1983 as unjust and unwarranted and to direct the management to restore the timings mentioned supra and grant such other relief or reliefs as the Tribunal deems fit.

3. The Workmen of Coal Chemical Workers Union, Singareni Collieries Company Limited, Bellampalli filed a petition under Section 33 (A) of the I.D. Act, 1947 and the same was registered as M.P. No. 36/84 in I.D. No. 2/82. Notice dated 13-2-84 was issued to the parties. The Managements were directed to file their counter statements on or before 3-3-1984. The Managements filed counter praying to pass an order to allow the Managements to continue the changed working hours and enable the Managements and Workmen to work effectively.

4. It is mentioned that the Coal Chemical Complex Workers Union, is a registered union and the workers in the said Coal Complex are the members of the said Union. The dispute is raised by the said union. The Coal Chemical Complex is a unit of Singareni Collieries Company Limited, established in 1975 at an estimated cost of 13 crore rupees. The plant went into commercial production in January, 1979. It is having a strength of about 500 workers and about 100 officers. The process in the Coal Chemical Complex is a continuous process and the plant and equipment have to run for 24 hours without any stop. For the purpose of continuous process, the management introduced various shifts. There are 3 shifts in the establishment apart from the general shift. The timings as follows :—

General Shift	7 A.M. to 3.30 P.M. with half an Hour break for lunch.
First Shift	6 A.M. to 2 P.M. with half an hour break.
Second Shift	2 P.M. to 10 P.M. with half an hour recess
Third Shift	10 P.M. to 6 A.M. with half an hour rest.

While so the management issued a notice of change of service conditions on 9-11-1983 proposing to effect change in the timings of rotational shifts which is as follows :—

"Change of the Timings of rotational shifts, to keep work spots always manned :—

	Present	Proposed
1 Shift	6.00 A.M. to 2.00 P.M.	6.00 A.M. to 2.30 P.M.
2 Shift	2.00 P.M. to 10.00 P.M.	2.00 P.M. to 10.30 P.M.
3 Shift	10.00 P.M. to 6.00 A.M.	10.00 A.M. to 6.30 A.M.

"With half an hour rest interval per each shift".

It is submitted that the Government of India referred certain matters with regard to the service conditions of the workmen working in the Coal Chemicals Complex for adjudication on 2-2-1982. It is with reference to job descriptions, supply of uniforms, grant of dust and heat allowance etc. The said dispute is Numbered as I.D. 2 of 1982 and the same is pending. During the pendency of the adjudication



proceedings, the management issued a notice of change of service conditions. As per section 33 of the Industrial Dispute Act, the management is bound to obtain prior permission of the employees for change of service conditions. The Management did not obtain any such prior permission, therefore, the union filed a complaint under Section 33-A of the Industrial Disputes Act, before this Court, which is numbered as M.P. No. 36 of 1984 and the same is pending before this Court. Thus the action of the management in effecting change of timings during the pendency of the Industrial Dispute is unlawful and contrary to Section 33 of the Industrial Disputes Act.

It is further submitted by virtue of the notification dated 9-11-1983, the management sought to revise the said timings and issued a further notification on 22-3-1984, but for reasons best known to themselves, the same was withdrawn without giving effect to the said notification.

As per Section 33(2) of the Industrial Disputes Act, the employer during the pendency of any proceedings may in accordance with the standing orders or as per the terms of the contract alter in regard to any matter not connected with the dispute, before the commencement of such proceedings. The action of the management is invalid and illegal for effecting the change of timings under Section 33 of the Industrial Disputes Act.

The Coal Chemical Complex has no certified standing orders of its own and the standing orders of Singareni Collieries Company Limited are being adopted for all purposes. In the Singareni Collieries Company Limited, 8 hours duration with half an hour recess is existing as shift timings. But the management now wants to revise the same and want the workmen to report for fresh shifts for about half an hour earlier. The overlapping period of half an hour in between two shifts is neither conducive to the smooth running of the plant nor is it in the interests of the workmen. Therefore, the Tribunal is requested to set aside the action of the management effecting the change of the shift hours from 30-11-1983 as unwarranted.

The General Secretary Singareni Collieries Engineering Workers Union, (HMS) Ramakrishnapuram, filed a Claims Statement almost in similar terms. It is mentioned that by virtue of this new system there is a clash of work between the Workmen who is to be relieved and the one who is to report to duty. It is further pointed out that the shift timings in all the mines and other production establishments are only of 8 hours duration with half an hour recess. While the said existing system is retained in other establishment it is only in the Coal Chemical Complex, the system is sought to be revised by increasing the hours to 8-1/2 hours without specifying the rest period. This action of the management is violative of law, agreements, and is also unjustified. The President, Tandur Coal Mines Labour Union (INTUC), Adilabad, the Secretary, Central Council, Singareni Collieries workers' Union, Adilabad, and the Secretary, Singareni Collieries Motor Drivers Association, Adilabad were set *exparte* as they did not file their claims statement.

On behalf of the Management of Coal Chemicals Complex, the Singareni Collieries Company Limited, filed the counter to the following effect. The Coal Chemicals Complex is a unit of the Singareni Collieries Company Limited with a Man power of about 500 workmen and 41 officers. The petitioner is a registered union and part of the workmen are members of the Union. It is true that the Coal Chemicals Complex is a process plant and the plant has to run round the clock all the 365 days in a year. Hence it is obvious that three rotational shifts are essential. The Management has issued a notice on 9-11-1983 under Section 9-A of the Industrial Disputes Act, 1947 read with Rule 34 of I.D. (Central) Rules, 1957 in regard to change of the rotational shift timings and implemented the same with effect from 5-12-1983, i.e., after the expiry of 21 days as contemplated under Section 9-A of the I.D. Act.

The issues referred by the Government of India Industrial Dispute No. 2 of 1982 are four in number and there are no change in the service conditions effected in respect of the matters connected with the said dispute. Hence the management has no necessity under law to seek permission to effect the change timings as introduced. The hours of work is not a matter of dispute pending before the Tribunal. Since Section 33(2) (a) has allowed the Management to change the conditions of service in respect of the matters not connected with the dispute, the Management submits that it has not contravened Section 33 of the Industrial Disputes Act, 1947.

When the petitioner Union made application before the Tribunal on 16-1-1984 with regard to the issue of change in shift timings the same are not implemented in the light of M.P. No. 36 of 1984. Even in the change shift timings. The workmen are not made to work more than 8.00 hours a shift. The Management did not contravene Section 33 of the I.D. Act. The implementation of revised shift timings is neither arbitrary nor capricious. There is no clash of the workmen's duties either for the workmen who is coming in or for the workmen who is going out. The change in the shift timings is done to avoid the machines being unmanned atleast for 20 minutes during the shift changes which is likely to result in major break down in such complicated work like Coal Chemicals Complex. The Coal Chemicals Complex is a unit of the Singareni Collieries Company Limited follow the certified standing orders of the said company in the workshop at Ramagundam, Open Cast Mines, Manuguru follow the shift timings as have been followed at Coal Chemicals Complex with effect from 5-12-1983. Hence the action of the management is justified and the change of the timings as explained above were not brought out to victimise the workmen and the same are brought in to work effectively and efficiently. Hence the reference and the reliefs sought for be rejected and the same be dismissed.

The workers filed M.P. No. 36 of 1984 under Section 33A of the Industrial Disputes Act, 1947 read with Rule 15 Industrial Disputes Rules that while passing the award in No. 58 of 1984 to declare the action of the Respondent Management in altering the service condition of the workmen by refusing the working hours as per Notification dated 9-11-1983 as illegal and unlawful and that the same is contravened under Section 33 of the I.D. Act and also to



restore the original timing and pass such other orders as may be required. It is mentioned that Coal Chemical Complex is a unit under the Singareni Collieries Company Limited and it is established in 1975 at an estimated cost of Rs. 15 crores and that the plant went into commercial production in January 1979. It has strength of about 500 workers and 500 officers and the Federation Union is a registered Trade Union and all the workmen employed in the Respondent Coal Chemical Complex are the members of this Union. While so the Government of India by their reference vide Notification No. 2-2-1982 made a reference to this Tribunal which is numbered as I.D. No. 2 of 1982 and the same is pending adjudication on the following issues :

It is mentioned therein that whether transferring of A. Lakshminarayana, General Mazdoor (terminated) Coal Chemical Complex to Yellandu Collieries as a piece rated worker and secondly in refusing to prescribe job description to different categories of workmen working in Coal Chemical Complex, thirdly in not supplying Uniforms to all categories of workmen exposed to Coal dust and machinery, fourthly in refusing to pay Dust and Head Allowances to the workmen working in Coal Chemical Complex who are exposed to dust and heat are justified and it so to what relief.

While proceedings are pending the Respondent Management issued a notice of change of service condition in Form E under Rule 34 of I.D. Rules on 9-11-1983 proposing change of working hours with effect from 30-11-1983 this is issued under Section 9A of the I.D. Act. This is a subject matter of issue in I.D. No. 58 of 1984. It is contended that the working hours are one of the main service conditions of the employees and the revised Standing Orders have been introduced to the prejudice of the workmen. It is pointed out that during the pendency of any proceedings before the Tribunal in respect of the Industrial Disputes no employer shall proceed to change in any matter connected with the dispute after the conditions to the prejudice of the workmen concerned in such disputes, the condition of service applicable to them immediately before the commencement of such proceedings. Therefore it is contended that the employer has no power or authority to change the service condition and thus the main order is illegal invalid and the same is contravened under Section 33 of the I.D. Act. So it is requested the Tribunal to adjudicate upon the complaint. However it is a dispute referred to in accordance with the provisions of I.D. Act and pass an award, declaring the action of the Management as illegal in refusing the working hours as per Notification dated 9-11-1983.

In the counter it is mentioned that it was a fact that in I.D. No. 2 of 1982 on the file of this Tribunal the four issues mentioned in the M.P. referred for adjudication. The Management issued a notice on 9-11-1983 under Section 9A of the I.D. Act, in regard to the change of rotational shift timing and implemented with effect from 5-12-1983 after expiry of 21 days contemplated. Nowhere in a change shift timings the workmen is made to work more than 8 hours a shift and as such the timings have not been changed prejudice of the workmen. The Management

has not violated Section 33(1) of the I.D. Act. As per Section 33(2) the hours of work is not matter of dispute pending before the Tribunal. Section 33(2)(a) has allowed the Management to change the service conditions in respect of matters not connected with the dispute. Therefore the Management did not contravene Section 33 of the I.D. Act. Clause 3 of the Company's Standing Order stating that period and hours of work would be posted on the notice board and appointment orders to the employees states that workmen are governed by hours of work enforced from time to time in the Department they are working. The change has been brought into after complying provisions of Section 9A and the concerned rules. The spread over is only 8-1/2 hours and thus not exceeded 12 hours and no workman on any two shifts are allowed to carry out the same type of work. The first shift workmen who attends the work at 6.00 a.m. get the work distributed from Shift incharge and then goes to his respective workshop and relieve the previous shift workmen. The relief workmen in turn will go to his shift incharge and get their out muster and go out. As such there is no complication or difficulty faced by the workmen. The change of working hours has its own merits, as it resulted in the machines being made to run round the clock, without being left unmanned atleast for 20 minutes as per the previous timings.

For the workmen one witness was examined as W.W. 1 and for the Management one with as M.W. 1 was examined. The workmen marked Exs. W1 to W6 while the Management marked Exs. M1 to M3. Memo filed by the General Secretary, Singareni Collieries Engineering Workers (H.M.S.) adopting the evidence given by Coal Chemical Complex Workers Union (INTUC) Adilabad (AP) in this Tribunal.

W.W.1 is one A. Venkat Reddy who is working as Clerk Coal Chemical Complex from 1977. He is the Vice President of Coal Chemical Complex Workers Union. He deposed that there is an Industrial Dispute No. 2 of 1982 pending on the file of the Tribunal where in four demands of the Union were raised for adjudication except Item 1 of the reference. The other items relate to common interest of the working class. Previously the timing of the Coal Chemical Complex are :

First Shift 6.00 a.m. to 2.00 p.m.

Second Shift 2.00 p.m. to 10.00 p.m.

Third Shift 10.00 p.m. to 6.00 a.m.

General Shift 7.00 a.m. to 3.30 p.m.

There is no change in the general shift timing. W.W. 1 deposed that as per the revised timings the duties hours of workmen are overlapping for duration of 1/2 hour in each shift thereby they are facing difficulty in discharging their duties. At a particular spot where a single workman has to man if two workmen allowed to function in the same spot in the last 1/2 an hour if any breakage or damage is caused to the machinery, there is possibility of confusion in fixing the responsibility on any one of the workers or the Management. The second person who comes to check over succeeding shift comes and wait their for 1/2 hour causing disturbance to the worker who is handling the shift the previous

timings and shifts were convenient to all the workers. There are no such disturbances or confusion requiring revision of timings. The Management is paying 1½ hour extra wages to all the workers without taking work. The plant works for 24 hours and it is a continuous process, by the change of shifts and advancing the shift for 1½ an hour the interval period of 1½ an hour for change over is taken away. The workers protested immediately after the receipt of Ex. W1 issuing Ex. W2. Thereafterwards the matter was considered on the conciliation level under Ex. W3. Under Ex. W4 is the minutes of conciliation meeting held by the Commissioner of Labour Managerial on 19-1-1984. Thereafterwards the reference is made to the Tribunal. The Management has not taken any permission from that Court before affecting the revised shift timings by applying for such permission in I.D. No. 2 of 1982 and Award in I.D. No. 2 of 1982 would be binding on all the workmen working in Coal Chemical Complex. Since the Management failed to take any action under Section 33 of the I.D. Act, the workers filed the complaint under Section 33A of the I.D. Act and therefore they are resisting that the said timings be set aside and the old timings be restored. In the cross examination of W. W. 1 admitted that I.D. No. 2 of 1982 was raised by Tandur Coal Mines Labour Union, Bellampalli and the said union has not prosecuted the case and the present union has taken up this case. It is conceded that in I.D. No. 2 of 1982 there is no claim with regard to shift timings, conceded that the subject matter in M. P. No. 36 of 1984 and I.D. No. 58/84 is one and the same. The plant of Coal Chemical Complex is purely technical and whatever Standing Orders are applicable to Singareni Collieries are applicable to Coal Chemical Complex. He admitted that there is Shift Incharge for every shift and he distributes the work to the person in the shift. According to him after taking the attendance the shift incharge release the workers, and he also relieve the shift workers after succeeding workers of the shift coming. He also admitted that the outgoing workers will come to the shift incharge concerned and get his out muster and go out. Among the 450 workers of the Coal Chemical Complex there are skilled and semi-skilled workers and for semi-skilled there is no question of handing over by the succeeding shift but he has to continue the work till the reliever comes. According to him the change in shift timings they are out of 8-1½ hours work 1½ an hour is meant for lunch; they take about five minutes to proceed from the Shift Incharge to the Workspot and they take further 10 minutes to relieve the workmen who are working in the shift. According to him both the outgoing workmen and incoming workmen will be together for change taking for 25 minutes. He asserted there will be confusion by virtue of these changed timings. He also mentioned as a matter of fact for the last one year there were no breakages or damages of the plant and machinery.

M.W. 1 is one K. Ram Dass Senior Personnel Officer in Singareni Collieries Company Limited, Ramagundam. He worked during 1983 to 1984 as Senior Personnel Officer at Coal Chemical Complex Bellampalli. He admitted that the original shift timing of the Coal Chemical Complex were changed by him increasing 1½ an hour in the three shifts

as per the Notification. According to him while changing the new shift timings no working hours are increased and the complaint under Section 9A of the I.D. Act while issuing Ex. W1. He mentioned that Coal Chemical Complex works round the clock for three shifts. The working of machinery round the clock cannot be done switch on and switch off and mentioned that it requires the presents of workers to men the machinery always. According to him the incoming and outgoing musters would be booked at the shift section only. It is his that the workspot would be at a distance of one to two furlongs to reach from gate to the workspot, it takes about 15 to 20 minutes. After change of timings by half-an-hour shift incharge is noting the workers incoming and out going in the musters the moment the incoming man reaches the workspot, the previous shift man will reach workspot within two minutes. There is no necessity to give or take charge from the previous shift workman to the level of semi-skilled workman. He also denied there will be any confusion for the workmen on the workspot. He denied the suggestion that at one and the same workman being at one spot due to change of timings two workers are working and there is confusion. According to him he did not know the function of the Coal Chemical Complex or its technicalities in functioning. He admitted that the change of timing was issued by the Project Manager in consultation with him, and he initiated the change of timings. He filed Ex. M1 dated 18-2-1984 which is the order from the Government of India to this Industrial Tribunal referring the dispute. Ex. M2 is a statement prepared by the Management to show that the production has gone up by virtue of change of timing. Ex. M3 shows the results of introduction of 8-1½ hours work from 5-12-1985 in Coal Chemical Complex.

The admitted facts of the case are that the Coal Chemical Complex is a unit of the Singareni Collieries Company Limited, with a man power of about 500 workers and some officers. According to the Management there was 41 officers manning the Coal Chemical Complex while the workers mentioned that there are about 300 officers. We are not concerned with the exact number of officers who are manning the Coal Chemical Complex in the limited reference concerned. But the facts remains that there are 500 workers. Originally and even now there are three shifts. Previously it is admitted that the first shift timings are 6.00 a.m. to 2.00 p.m.; second shift from 2.00 p.m. to 10.00 p.m. and the third shift from 10.00 p.m. to 6.00 a.m. the general shift is from 7.00 a.m. to 3.30 p.m. Now there is no change in the general shift timing. Even after the subsequent change of timing for other three shifts. For every shift there is a rest period of 1½ an hour.

On 9-11-1983 the Management issued a notice under Ex. W1 revising the shift timing, i.e. 1st shift starts from 6.00 a.m. and ends at 2.30 p.m.; 2nd shift starts from 2.00 p.m. and ends at 10.30 p.m. and the 3rd shift starts at 10.00 p.m. and ends at 6.30 a.m. In other words as per the revised timings though the shift starts at the same time as was done previously the worker is expected to stay back for about 1½ an hour and thus he is

now working for 8-1/2 hours. It is admitted that the plant works for 24 hours and it is a continuous process. It is also admitted that the Management is paying for that 1/2 an hour extra wages to all the workers without taking work. According to the workers there is going to be confusion as at a particular spot where it has to be manned by single workman if two workmen are allowed to function in the last 1/2 an hour if there is any breakage or damage caused to the machinery there is possibility of confusion in fixing the responsibility on any one of the workers by the Management. Further the person who comes to take over the succeeding shift person has to wait there for 1/2 hour causing disturbances to the workers who is handling the shift. According to the workers the previous timings of shifts are convenient to all the workers and they made protest for the change of timings under Ex. W.2 and also made representation under Ex. W.3 before the Conciliation and Ex. W.4 are the proceedings before the Assistant Commissioner of Labour. It is also admitted that the Coal Chemical Complex contains highly sophisticated and technical machinery and it was installed in 1975 and valued about Rs. 13 crores.

Both Counsels for the Management as well as workers agreed that M.P. No. 36 of 1984 also should be decided simultaneously with this industrial dispute. M.P. No. 36 of 1984 is filed by the workers under Section 33A of the I.D. Act read with Rule 75 of Industrial Disputes Rules to declare the action of the Management in altering the service condition of the workmen as unlawful and illegal and the same is done pending Industrial Dispute No. 2 of 1982 contending change of timings is a condition of services and when the service conditions are connected with the dispute are tried to be altered pending the dispute permission of the Court is required and that when no permission is obtained it amounted to violation of Section 33 of the I.D. Act.

The original timings are admittedly there from the inception of the Coal Chemical Complex. It cannot be disputed by virtue of change of timings in the three shifts except the General Shift, the workers are asked to stay instead of 8 hours for 8-1/2 hours. The facts remains that as a matter of record and calculations that the workers who were working previously for 8 hours in the three shifts were asked in the Coal Chemical Complex from the time they mark their attendance of incoming till they go out for 8-1/2 hours and thus there was an increased in the working hours by 1/2 hour.

Incidentally it is worth noting that the Coal Chemical Complex has no Standing Orders of its own certified by its authority. The Coal Chemical Complex is adopting the Standing Orders that are applicable to the Singareni Collieries Company Limited. So if there are no Standing Orders the only solution in terms of working hours can be changed from the terms of contract either expressed or implied. So in a given case like this the Management must therefore come out that they have got a right to change the contract including the working hours. The Management did not come forward with any such evidence. Now simply because the manage-

ment is paying extra wages for the 1/2 an hour work irrespective of the work extracted from the workers or not, it cannot be said that there is no change of timings. Factually there is change of timings, and the very arithmetic proposition of change of timings when that timing of a worker in each shift is increased by 1/2 an hour and it is explained by the management that the increase is required for manning the machinery as a continuous process; It is essential that the equipment should be manned 24 hours continuously i.e., round the clock. Having increased to 1/2 an hour in their shift timings and after making it 8-1/2 hours duty as a continuous duty when the workers are not allowed to go out and when tea is also served at the places of work it must be held that the so called 1/2 hour interval is only on paper and the workers have no rest. It is evident that they are paid extra wages for 1/2 an hour also. So the 1/2 an hour rest is lost which was hitherto was there and operators must be at their respective sports till 2.30 p.m. While incoming operator comes at 2.00 p.m. while the first shift worker is expected to work upto 2.30 p.m. the second shift worker should joint duty at 2.00 p.m. to say that there is no overlapping at every shift due to alternation of timings is not legally sound or practicable or it cannot be practically explained by the management with cogent reasons to show that there is no collusion in the work or overlapping in the work by such timings. The workers problem is if any thing happens during the critical 1/2 an hour period between 2.00 and 2.30 p.m. when two workers were there, there will be confusion and in fixing any responsibility to any damage or loss sustained during that 1/2 an hour period there will be shifting of responsibility and also there was no clear cut procedure for fixing the responsibility on any one of them and it is highly illegal.

At any rate if the Management wanted that this is only for continuous process of running the machine as proclaimed, there must have been some records of produced to show that the production has increased. But the records that are produced would show that the production has gone down due to wastage of man power. So it is not doing any benefit to the Management. If it is construed that the same was done in the interest of the workers the Management must be able to establish by satisfactory evidence that there is no industrial unrest. Exs. W.1 to W.3 and W.4 that there is industrial unrest. In other words these revised timings are not workable and practicable and they have got their own set backs. Even according to M.W.1 the rest interval for the first shift is 9.00 to 9.30 a.m. and for the second shift is 6.00 to 6.30 a.m. and third shift is from 12.00 midnight to 12.30 midnight. Of course the Management mentioned that while advancing the shift timings by 1/2 an hour they issued a notice under Section 9A of the I.D. Act as per Ex. M.1. It is admitted case that Coal Chemical Complex works round the clock for 365 days and the working of the machinery round the clock cannot be done by switch on and switch off and it required the persons for manning the machinery. According to the Management that workers were leaving 15 to 20 minutes early in each shift and the persons who are coming were also reaching the workspot 15 to 20 minutes late. So the machi-

nery is unmanned for 20 to 25 minutes in a shift. Thus they are forced to bring this change of timings by advancing to 1½ an hour. But he conceded that the incoming and outgoing musters will be booked at the shift section only and the entrance of the workspot at a distance of one to five furlongs and according to him to reach that spot one to five furlongs one will take 15 minutes. It is highly impossible to conceive such proposition to walk one furlong if a man take 15 minutes. Normally for walking 8 furlongs i.e. for a mile the man is supposed to take two hours perhaps that is inconceivable. Even a heart patient will walk faster than this. So the evidence M.W.1 that they take 15 to 20 minutes to reach the workspot after in muster is not correct. According to him the moment incoming man reaches the workspot the previous outgoing workman will leave the workspot thus two minutes and that there is no necessity to take charge from the previous shift workman at the level of non skilled workman, and there are no problems and thus no workman need not have any fear at the same time he mentioned that there are two or three explosions because of unmanning the machinery. According to him during the workspot when the workers are working the workers will stand at a distance of 10 yards from the spot and take tea and they are kept on within the reach of the machinery which they were operating. In other words it amounts to conceding that there is no tea break. Previously tea is to be served in the canteen and they used to have have 1½ an hour break now tea is asked to be taken by standing at a distance of 10 yards from the workspot and they should be within the reach of machinery where they are operating while taking tea would itself indicate that there is no tea break for 1½ an hour. The witness M.W.1 conceded that except tea break of other timings the machines will be always manned but during the tea break also the shift incharge and supervisory staff were watching previously. He also conceded that when the relieving man is absent the management may take little time if anybody leaves we have given charge sheet as there are already standing instructions not to leave the workspot. He was suggested that one Bheemaiah, Carbonisor Mazdoor worked corresponding the production statement under Ex. M.2 they did not file it. Having conceded that change of timing is also contributory factor to increase the output; having conceded that even before the change of timings the machinery is always manned he could not file any record to show regarding the decision taken for the change of times. According to him the Policy decision will be taken by the Chairman and Managing Director and conceded that they did not record any reasons before issuing the revised timings. Exs. W.5 and W.6 are the charge sheets issued to the workmen by the Project Manager for not being at the spot at 6.15 p.m. though it is admitted fact that 6.00 to 6.30 p.m. is a rest period and he could not produce any instructions in writing that who ever works rest period is paid compensation if there is any emergent work. So it is clear that when there is dispute referred by the Government in I.D. No. 2 of 1982 for adjudication and when the same is on progress and the same is with reference to service condition uniform allowance and uniform etc., The management affected change of timings with effect

from 30-11-1983 and the notice is issued in accordance with Section 9A of the I.D. Act and the same is challenged by the workers in this reference as well as by filing M.P. No. 36 of 1984. According to Miss G. Suda change of service condition will arise only some thing detrimental is done to the workmen in pursuance of the reference in I.D. No. 2 of 1982 and that in I.D. No. 2 of 1982 relates to the job description and supply of Uniforms. Heat Allowance and Dust Allowance and these are the matters referred in it and it has nothing to do with the change of shift timings. It is her case that there is no alternation in service condition and it will not hold good that the same will come in the way of change of timings. According to her the dispute in I.D.No. 2 of 1982 had no connection whatsoever in I.D. No. 58 of 1984 and therefore if it is not connected the workmen of the other side falls to the ground as there is no alternation of service conditions. So it is her case simply because the Union filed M.P. it will not cloth the union for the action under section 33A against the Management.

Miss G. Sudha for the Management relied upon the decision reported in OIL AND NATURAL GAS COMMISSION v/ WORKMEN (1973(1)LLJ, page 18) and contended that fixation of hours per day for the office administrative staff of the Oil and Natural Gas Commission instead of 6½ hours per day from December 1964 to June 1965 was held not violative of Section 9A of the I.D. Act. In that case the appellant Oil and Natural Gas Commissioner had several projects and workshops in the country with Central Workshop at Baroda which controls the workshops of Western Region. At Baroda when the Central Workshop was under construction the administrative staff used to work in a shed 2 K.M. away from the workshop from 10 A.M. to 5 P.M. with an interval of ½ an hour. On completion of the workshop the working hours of the administrative staff were fixed from 8.00 A.M. to 5.00 P.M. with an interval of one hour. The workmen challenged the fixation of 8 hours per day as violative of Section 9A of the Industrial Disputes Act. The Tribunal held that there is nothing to show that it was a condition of service of the employees of the administrative staff to work only for 6½ hours and that there was no term to that effect in the letters of appointment. The Supreme Court held on facts and circumstances of case that it cannot be said that 6½ hours working hours per day was term of service for the simple reason that only during the period of first six months when the factory was under construction the staff in the office were not required to work for more than 6½ hours. There is no evidence that 6½ hours per day was a condition of service, neither is there any such term in the letters of appointment, nor such a term discernible from the other materials in the case. It is also pointed out that when the construction was completed it was then that the proper regular working of the administrative office and its staff started at the site of the factory with working hours fixed at 8 hours per day, and therefore it was held that the Management have full power and discretion in fixing the working hours of the administrative staff within its limit fixed by the statute and therefore it is held that Section 9-A is not attracted. As pointed out by the Supreme Court in that case

the question of fixing the working hours of the administrative staff on a permanent basis arose when the factory at Baroda was completed. The Management apparently on an overall assessment of its requirements fixed 8 working hours per day and it is held within the competence of the Management. Now in this case the question of fixing 8 hours per day as a matter of fact was admitted by the Management itself for the three shifts in the establishment apart from the general shift and it is also admitted fact that they increased it from 8 hours duty duration to 8½ hours and when the Standing Orders of Singareni Collieries Company with 8 hours duration with ½ hours recess is existing as shift timing and the same is valid for the Coal Chemical Complex also it cannot be said that the facts mentioned in this Supreme Court judgment have any application at all. In the present case the term of service is prescribed as 8 hours as in the case of Singareni Collieries Company and it cannot be said that there is no such term of service fixed and moreover there is evidence from the workers that 8 hours per day was a condition of service and Singareni Collieries Company Standing Orders also prescribe the same to all its workers. Thus on the basis of these facts and admission and averments and material the fact cited in this citation had no application at all under Section 9A of the Act read with First Schedule of the Act is undoubtedly attracted and therefore payment of compensation for ½ an hour excess period by itself will not solve the problem on hand it amounts to violation of service condition.

Nextly the Management relied upon the decision reported in P.D. SHARMA v. STATE BANK OF INDIA (1968 S.C. Page 985). It is contended by enacting Section 33 the Parliament wanted to ensure a fair and satisfactory enquiry of an industrial dispute undisturbed by any action on the part of the employer which could create fresh cause for disharmony between him and his employees. The object of Section 33 is that during the pendency of an industrial dispute status quo should be maintained and no further element of discord should be introduced. But then distinction was made between matters connected with the industrial dispute and those unconnected with it. The provision of Sub-Section (2) & (3) of Section 33 with different situations and their scope and object are also different. Sub-Section (2) of Section 33 concerns itself with action that may be taken by an employer against his employees in respect of matters not connected with the industrial dispute. Sub-Section (3) on the other hand deals with protected workman. Under Section 33(3) the previous permission of the authority before which the industrial dispute is pending is necessary under Section 33(2) only a subsequent approval from a competent authority is needed. Once approval is given it goes back to the date on which the orders in question was made. If approval asked for is not accorded then the action taken by the employer becomes ab initio void and the employee will continue in service and his conditions of service will also continue without any break as if the order in question had not been made at all. Now by applying the same principle also laid down as per Section 33(2) of the I.D. Act the employer during the pendency of any proceedings should not change the service condition

in respect of the matters in act there is a dispute admittedly pending in I.D.No. 2 of 1982 and therefore when Singareni Collieries Company Standing Orders are applicable to Coal Chemical Complex, the change in shift timing of the workman making them to work more than 8 hours a shift by increasing the same by 1½ an hour will definitely prejudice the conditions of service of the workmen and therefore the Management had violated Section 33(1) of the I.D. Act. It cannot be said that Section 33(2) the hours of work is not a matter of dispute pending before the Tribunal. The change in the hours of work is not brought into after complying the provisions of Section 9A and the relevant rules. Therefore it is not complied with.

The learned counsel for the Management relied upon the decision reported in WORKMEN OF HINDUSTAN SHIPYARD LTD. v. INDUSTRIAL TRIBUNAL [1961 (II) LLJ page 526] in that concession granted by the employer at the request of the staff in the year 1946 to attend the office ½ an hour late than the usual during the winter months till 1959 which is the matters in issue. It came up for discussion whether such a privileges within the meaning of Section 50 of the Madras Shops and Establishments Act will affect the right of the employer to change the timing of work subject to the Maximum limit prescribed therein and whether notice of change under Section 9A of the I.D. Act is necessary in case when the employer has a right to withdraw concession unilaterally was the question. In that the Industrial Tribunal failed to consider the question as to the provision of Section 9A was complied with or not. In that connection, His Lordship held that unless there is manifest injustice or the error apparent on the face of the record is equally manifest, the Courts will not exercise their writ jurisdiction and that the Industrial Tribunal found on merits that the action of the employer was justified and Industrial Tribunal therein held that under Section 9A of the I.D. Act requiring notice of change did not apply to the facts of that case. But it is not so in the instant case. The workmen contended that they were asked to work for more than the statutory period and that the same offends the conditions of service and that it is in violation of Section 9A of the I.D. Act and the same is accepted by this Tribunal on the available facts after considering all aspects of the problem. So it is not a case where concession of ½ an hour was given by the Management unilaterally and withdrawn. It is a clear case of violation of service condition as prescribed under the Standing Orders which are applicable to Singareni Collieries Company as well as Coal Chemical Complex.

Thus on a careful consideration of the entire matter I hold that the Management of Coal Chemical Complex of Singareni Collieries Company Limited is not justified in effecting the change in shift hours with effect from 30-11-1983 and therefore the same is directed to be set aside, an Award is passed accordingly.

In view of the Memo filed by the counsel for the Petitioner-Workman in M.P. No. 237 of 1986 requesting that the complaint under Section 33(A) of the I.D. Act in M.P. 36 of 1984 and the reference in I.D. No. 58 of 1984 be discussed and dealt with together by clubbing them and pass a common award

by treating the evidence in I.D. No. 58 of 1984 as the same for both for which the Management also endorsed 'no objection' it must be held that the action of the Management in altering the service condition of the workman by increasing the working hours as per Notification dated 9-11-1983 is illegal and unlawful.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 14th day of July, 1986.

Industrial Tribunal

I.D. No. 58/84.

Appendix of Evidence.

Witnesses Examined

For the Workmen :

Witnesses Examined  
For the Management :

W.W1 A. Venkat Reddy

M. W1 K. Ramdoss

Documents marked for the Workmen :

Ex. W1 True Copy of the letter dt. 9-11-83 addressed by Project Manager, Coal Chemical Complex the S.C.Co Ltd., Adilabad District to the Secretary, Tandur Coal Mines Labour Union, Bellampalli and other unions with regard to notice of change of service conditions proposed by the Management.

Ex. W2 Protest Telegram issued by the General Secretary, Coal Chemical Complex workers union to the Managing Director, Singareni Collieries, Kothagudem.

Ex. W3 Letter dt. 10-11-1983 addressed by the General Secretary Coal Chemical Complex Workers Union to the Asstt. Labour Commissioner (C) Mancheri with regard to Notice of change of Service Conditions.

Ex. W4 Minutes of Conciliation Proceedings held before the Assistant Commissioner of Labour (C) Mancheri on 19-1-84.

Ex. W5 Charge Sheet dt. 14/17-1-84 issued to B. Bheemalab, Carboniser Mazdoor by the Project Manager, Coal Chemical Complex, the S.C.Co. Ltd.,

Ex. W6 Charge Sheet dt. 14-1-84 issued to L. Durgalah, Carboniser Mazdoor by the Project Manager, Coal Chemical Complex, the S.C.Co. Ltd.,

Documents marked for the Management :

Ex. M1 Order No. L-22011/5/84-D.III(B) dt. 18-2-84 from under Secretary to Government of India, Min. of Labour, New Delhi with regard to Industrial Dispute between the Management of Coal Chemical Complex of M/s. S.C. Company Limited and their workmen over change of shift timings.

Ex. M2 Results after introducing 84 hours from 5-12-83 at Coal Chemical Complex.

Ex. M3 Results after introducing 8-1/2 hours from 5-12-85 by consent at Coal Chemical Complex.

Industrial Tribunal

M.P. No. 36/84 in I.D. No. 2/82

Appendix of Evidence.

The evidence recorded in ID No 58/84 is treated as evidence in this M.P.  
Sarma/19-7-86.

J. VENUGOPALA RAO, Industrial Tribunal.

[No. L. 22011(5)/84-D.II(B)]

V. K. SHARMA, Desk Officer

रोजगार और प्रशिक्षण मन्त्रालय

नई दिल्ली, 29 अगस्त, 1986

आदेश

का.प्र.3268. केन्द्रीय सरकार, शिक्षा अधिनियम (1961 का 52) की धारा 27 की उपधारा (1) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, इससे उपाखण्ड अनुसूची के स्तम्भ 2 में उल्लिखित अधिकारी को, उसके स्तम्भ 3 में वर्णित पदनाम के साथ, केन्द्रीय शिक्षता सलाहकार की उसके कर्तव्यों के पालन में सहायता करने के लिए प्रादेशिक शिक्षा सलाहकार नियुक्त करती है।

अनुसूची

क्रम सं.	धारित पद	पदनाम
1	2	3
1.	प्रादेशिक निदेशक, प्रादेशिक शिक्षा प्रशिक्षण शिक्षता सलाहकार निदेशालय, करीबाबाद।	प्रादेशिक केन्द्रीय

[मं. बीजीईटी-1(5)/86-ए.पी.]

एम्. एल. मेहता, धवर सचिव

(Directorate General of Employment & Training)

New Delhi, the 29th August, 1986

ORDER

G.S.R.3268—In exercise of the powers conferred by sub-section (1) of Section 27 of the Apprentices Act, 1961 (52 of 1961), the Central Government hereby appoints the officer mentioned in column 2 of the Schedule annexed hereto as Regional Apprenticeship Adviser, with the designation as shown in column 3 thereof, to assist Central Apprenticeship Adviser in the performance of his functions.

SCHEDULE

Sl. No.	Post held	Designation
1	2	3
1	Regional Director, Regional Directorate of Apprenticeship Training, Faridabad.	Regional Central Apprenticeship Adviser.

[No. DGET-I (5)/86—AP]  
M.L. MEHTA, Under Secy

## वित्त मंत्रालय

(भारतीय पूर्ण अक्षय निधि कोषपाल का कार्यालय)

नई दिल्ली, 15 जून, 1986

का.प्र. 3269 :—भारतीय पूर्ण अक्षय निधि के कोषपाल या उनके अधिकृतियों के द्वारा पूर्ण अक्षय निधि अधिनियम, 1890 (1890 का 6) के अधीन 31 मार्च, 1986 को धारित पूर्ण अक्षय निधि (केन्द्रीय) से संबंधित संपत्तियों और प्रतिभूतियों की सूची तथा 1985-86 के लेखों का सारांश सामान्य जानकारी के लिए नीचे प्रकाशित किया जा रहा है।

## भाग I—प्रतिभूतियों से निम्न संपत्तियों की सूची

अधिकार में देने के आदेश का ध्येय संख्या			अक्षय निधि का नाम	संपत्ति के प्रशासक	धारित संपत्ति		टिप्पणी	
संख्या	दिनांक				विवरण	मूल्य	वार्षिक आय, यदि मामूम हो	
1	2	3	4	5	6	7	8	9
भारत :								
1. स्वास्थ्य मंत्रालय की अधिसूचना संख्या फा. 14-26/61-इंस्टीट्यूट जो स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना संख्या एस. 22020/11/76 एम. सी. (एम., एस. ) द्वारा प्रमाणित	31 अगस्त, 1962	पास्वर इंस्टीट्यूट आफ इंडिया	पास्वर इंस्टीट्यूट, आफ इंडिया का प्रशासक	(1) एंटीरेबीज रिसर्च सेंटर कसौली की इमारत	रुपए 2,23,200.00	रुपए शून्य		
				(2) लेडी मिलिथियो, सेनिटोरियम, कसौली की इमारत	22,18,700.00	शून्य		
				(3) गैस्टन साज, कसौली	26,000.00	शून्य		
2. रक्षा मंत्रालय की अधिसूचना सं. एस. वार. ओ. 250	19 जुलाई, 1980	कमोला तथा उषय-पुरी स्थित कुमाउं रेजीमेंटल फारम की फारम निधि	निधि का प्रशासक बोर्ड कमोला सहसील काला-दुंगी, जिला मैनीताल	1. औषधालय (30 फीट × 24 फीट) 2. थमैया साज (30 फीट × 24 फीट) 3. अतिथि गृह नं. 1 (30 फीट × 35 फीट) 4. अतिथि गृह नं. 2 (28 फीट × 26 फीट)	4,000.00 4,000.00 5,000.00 3,500.00	शून्य शून्य शून्य शून्य		
महाराष्ट्र :								
1 जी. आई. एच. डॉ. शिखा संख्या 433	27 मई, 1909	भारतीय विज्ञान संस्थान	बंबई का कलेक्टर श्री जनार्दन गणपत-राव बोध और श्री नवल एच. टाटा	"विश्वदोरिया बिल्डिंग" पूर्ण स्वामित्व (श्री राव बोध और श्री नवल एच. टाटा) की वह सारी भूमि जो फोर्ट में पारसी बाजार स्ट्रीट के पूर्व में	1,30,870.00	54,396.00	क्रम सं. 1 से 15 तक की वार्षिक आय और मूल्यांकन, श्री पी. एन. कुटे, सचिव, भारतीय विज्ञान	

1	2	3	4	5	6	7	8	9
					एलिफंटीन सफिल पर या उसके बराबर में स्थित है। इसमें वाटिका गृह, वास-गृह और इमारतें शामिल हैं जिसे "विक्टोरिया बिल्डिंग" कहा जाता है। इसका क्षेत्रफल 482-3/4 वर्ग गज अथवा इसके करीब है।	रुपए	रुपए	संस्थान की बम्बई स्थित संपत्तियों के प्रबंधक बोर्ड, बम्बई हाउस, होमी मोदी स्ट्रीट, बम्बई-23 के दिनांक 2-5-86 के पत्र संख्या सी-2/2189 में दी गई हिवायतों के अनुसार, कासम 7 और 8 में दिखाई गई है।
2 और 3.	27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलक्टर श्री जमिंदार गणपत राव बोध और श्री नवल एच. टाटा	"एलिफंटीन प्लेस और अलेक्जेंडरा टेरेस"— भूमि का वह सारा भाग जो परेल रोड के पूर्व में भायखला में स्थित है। इसमें वाटिका-गृह, वास-गृह और इमारतें, गृहाते में बने नौकर-चाकरों के मकान और धरतवल शामिल हैं, जिन्हें एलिफंटीन प्लेस और अलेक्जेंडरा टेरेस कहा जाता है, इसका क्षेत्रफल 11,104 वर्ग गज अथवा इसके करीब है।	1,19,330.00 3,27,190.00	40,836.00 1,64,556.00		
3.	(क) जी. आई. एच. डी. शिक्षा संख्या 433	तदैव	तदैव	तदैव	भायखला के निम्न परेल रोड जिसे अब डा. अम्बेडकर रोड के नाम से पुकारा जाता है के पूर्व और 11,104 वर्ग गज अथवा इसके करीब भूमि पर "हाउस हेरिटेज" नामक एक नई इमारत का निर्माण।	18,89,281.57	2,97,644.40	
4 और 5		तदैव	तदैव	तदैव	(i) 'रे हाउस' और (ii) 'सेंडहर्स्ट हाउस' बम्बई द्वीप में, अपोलो रिकलेमेशन पर स्थित भूमि का गट्टे पर मिला हुआ वह टुकड़ा जिसका क्षेत्रफल 2004-8/9 वर्ग गज है और जिस पर 'रे हाउस' और 'सेंडहर्स्ट हाउस' नामक दो इमारतें बनी हुई हैं।	1,43,190.00 1,42,100.00	29,256.00 32,472.00	



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						रुपए	रुपए	
6 और 7, जी. आर्. ई. एच. डी. शिक्षा नंख्या 433	27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलेक्टर श्री जनार्दन गणपतराय बोध और श्री नवल एच. टाटा	"रुजवेल्ट या एजरा हाउस" अथवा एम. जी. एस. हाउस—पट्टे पर मिली भूमि का बहु सारा टुकड़ा जो अपोलो रिक्लेमेशन पर स्थित है जिसका क्षेत्रफल 533-3/9 वर्ग गज और जिस पर रुजवेल्ट हाउस या "एजरा हाउस" नामक इमारतें बनी हुई हैं। इसके प्रतिष्ठित नगरण 573-3/5 वर्ग गज का पट्टे पर ली गई भूमि का बहु टुकड़ा भी जो बम्बई द्वीप में अपोलो रिक्लेमेशन पर स्थित है। एस. जी. एस. हाउस नामक क्षेत्र पर वर्ष 1980 में इमारतें बनाई गई हैं।	1,33,220.00 11,11,209.30	38,988.00 2,40,000.00		
8 और 9.	तद्वैय	तद्वैय	तद्वैय	"सारजेंट हाउस" और "जैन्किंस हाउस"— बम्बई द्वीप में अपोलो रिक्लेमेशन पर स्थित 348-1-2/9 वर्ग गज का भूमि का बहु टुकड़ा अथवा (भूमि) खण्ड जिस पर सारजेंट हाउस और जैन्किंस हाउस नामक इमारतें स्थित हैं।	2,71,830.00 2,86,080.00	87,056.00 65,368.00		
10. तद्वैय	तद्वैय	तद्वैय	तद्वैय	"न्यू शामजी बिल्डिंग्स" जिसे अब स्टेशन "टैरेविस स्पीटर रोड" कहा जाता है फोर्स टन्योर की लगभग 2,290 वर्ग गज की भूमि जिस पर कई वाटिकागृह, घास- गृह या रिहायशी मकान बने हुए हैं, जिन्हें न्यू शामजी बिल्डिंग्स कहा जाता था परन्तु वर्तमान नाम—स्टेशन टैरेविस है तथा यह बम्बई में स्पीटर रोड के वर्ग 11 में स्थित है।	2,53,990.00	59,324.00		

1	2	3	4	5	6	7	8	9
						रुपए	रुपए	
11. जी.आई. एच. डी. शिखा संख्या 433	27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलेक्टर "कैडी हाउस" पट्टे पर श्री जगदीश गणपतदास मिली हुई भूमि का बोध और श्री नवल बह दूकड़ा जो बम्बई एच टाटा	द्वीप में अपोलो फिले- भेशन पर स्थित है, जिसका क्षेत्रफल लग- भग 529-6/9 वर्ग गज है और जिसे "कैडी हाउस" कहा जाता है।	1,35,620.00	24,744.00		
12 और 13 तदैव	तदैव	तदैव	तदैव	"एल्वियन प्लेस और धलेग्वैडा टैरेस" के निकट भूमि का वह दूकड़ा, जिसका क्षेत्रफल लगभग 8,570 वर्ग गज है जो बम्बई के कलेक्टर द्वारा बम्बई शहर में परेल रोड पर भायबला में स्थित भूमि खंड के साथ पंजीकृत है, इसमें बाटिका गृह, बास गृह और रिहायशी भवन सामिल हैं इसे "एल्वियन प्लेस और धलेग्वैडा टैरेस" के निकट का भू-भाग कहा जाता है।	79,347.00	3,048.00	बम्बई शहर- भूमि अधि- ग्रहण अधिकारी ने 107-8/9 वर्ग गज भूमि को अधिग्रहीत कर लिया है।	
14. तदैव	तदैव	तदैव	तदैव	"परेल टैंक रोड पर स्थित भूमि" (1) लगभग 67,057 वर्ग गज भूमि का वह दूकड़ा, जिसमें से 7021 वर्ग गज सरकारी टोका भूमि और 2189 वर्ग गज सरकारी भूमि जिसका हाल ही में निर्धारण किया गया है, सामिल है और शेष इनाम भूमि है जो परेल में परेल गवर्नमेंट टैंक को जाने वाली सार्व- जनिक सड़क पर स्थित है जिसे परेल टैंक रोड स्थित भूमि (बागेशी हिल) कहा जाता है। (2) परेल स्थित	9,873.65	शून्य	74,686 वर्ग गज भूमि में से 15,575.80 वर्ग गज भूमि टाटा हाईड्रो-इले- क्ट्रिक पावर एण्ड सप्लाय कंपनी लिमिटेड के लिए प्रेषण साइनें बिछाने और अन्य निर्माण कार्य करने के लिए भूमि अधिग्रहण अधि- नियम के अंतर्गत सरकार द्वारा अधिग्रहीत कर ली गई तथा 34,471.52 वर्ग गज भूमि बाब में 1922 के भूमि अधिग्रहण	

1	2	3	4	5	6	7	8	9
14. (जारी)			<p>इनाम भूमि का खाली टुकड़ा जिसका क्षेत्रफल लगभग 6005 वर्ग गज है।</p> <p>(3) गवर्नमेंट टोका भूमि का खाली टुकड़ा जिसका क्षेत्रफल लगभग 1058 वर्ग गज है और जो बम्बई नगर में परेल पर गोलांगी हिल रोड पर और उसके दक्षिण में स्थित है।</p> <p>(4) सरकारी टोका भूमि का खाली टुकड़ा जिसका क्षेत्रफल लगभग 566 वर्ग गज है और जो बम्बई नगर में परेल पर गोलांगी हिल रोड पर और उसके दक्षिण में स्थित है।</p>	रूप	रूप	<p>अधिकारी द्वारा अभिलेखित कर ली गई परेल टैंक रोड पर स्थित भूमि का एक भाग सी. एस. संख्या 1/202 पट्टा जिसका क्षेत्रफल 2043.88 वर्ग गज है और सी एस. संख्या 203 पार्ट जिसका क्षेत्रफल 623.33 वर्ग गज है बम्बई नगर निगम ने भूमि अभिलेखन अधिनियम, 1894 (1894 का पहला) की धारा 12 (2) के अधीन एक जलाशय के निर्माण के लिए अभिलेखित कर लिया था। इस जमीन के पट्टेदार सर रतन टाटा ट्रस्ट द्वारा जमीन की फ्रीहोल्ड में बदलने के उद्देश्य से अपने प्रतिवर्ती अधिकार खरीदने के लिए 11 लाख रूपए की राशि प्रदा की गई थी, जिस कि भारत सरकार के शिक्षा और संस्कृति मंत्रालय (शिक्षा विभाग) द्वारा अपने 17-3-1981 के पत्र सं. एक. 8-23/80-टी-6 द्वारा अनुमोदित किया गया था। इस राशि को इंडियन इस्टीमेट्स आफ् माइंस, बंगलौर को भेजने के संबंध में भारत सरकार से आवश्यक निवेदन प्राप्त होने तक यह राशि प्रशासकों के पास रखी गई है।</p>		

1	2	3	4	5	6	7	8	9
					रुपये	रुपये		
15. जी. भाई. एच. डी. शिला संख्या 433	27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलेक्टर श्री जनार्दन गणपत राव बोख और श्री नवल एच. टाटा	“हेम्पटन कोर्ट” बम्बई नगर और रजिस्ट्रेशन उपजिले में कोलाबा रोड “हेम्प टन कोर्ट” के पश्चिम में स्थित भूमि का वह सारा टुकड़ा जिसका क्षेत्रफल लगभग 2020 वर्ग गज प्रथमा इसके करीब है और जिसकी हवबंदी इस प्रकार है: उत्तर में या उत्तर की ओर सर करीम भाई इब्राहिम बारोनेतसो म्यास के म्यासियों की संपत्ति, दक्षिण में या दक्षिण की ओर पुलिस चौकी सड़क, पूर्व या पूर्व की ओर कोलाबा रोड पश्चिम में या पश्चिम की ओर बोर्ड हाउस रोड। यह भूमि बम्बई के कलेक्टर की किताबों में, रेटरोल संख्या 8509 पर दर्ज है और उसकी कोलाबा प्रभाग की बन्दोबस्त सर्वेक्षण संख्या 48 है। इसमें भूमि पर वनी इमारतें और अन्य ढाँचे शामिल हैं। इसका निर्धारण बम्बई नगरपालिका द्वारा प्रवाई संख्या 213 और 214 और क्रमशः कोलाबा रोड और बोर्ड हाउस रोड की गली संख्या 158 और 125 तथा लोअर कोलाबा रोड की गली संख्या 154 के अंतर्गत गिनया गया है।	16,51,821.48	2,63,244.00		
16. जी. आर. ई. डी. संख्या 452	7 मार्च, 1906	सर जमशेदजी जेजीभाई पारसी, हितकारी संस्थान	सचिव, सर जमशेदजी जेजीभाई पारसी हितकारी संस्थान बम्बई	बम्बई में हार्नेबी रोड कोर्ट पर स्थित 1688 वर्ग गज भूमि का टुकड़ा और उस पर बने हुए स्थायणी मकान और इमारतें	3,90,002.59	3,204.00	क्रम संख्या 16 और 17 के कालम 7 और 8 में दिखाई गई वार्षिक आय और मूल्यांकन की बी. एच. अक्सेसरिया, सचिव	

1	2	3	4	5	6	7	8	9
						रुपए	रुपए	सर जे. जे. पी. बी. संस्थान, 209, डा. डी. एन. रोड, फोर्ट बम्बई-40002 के श्री के. डी. श्रोफ के दिनांक 25-4-1986, के पत्र सं. ई/202 में दी गई विधायकों अनुसार है।
17. जी. आर. ई. डी. सं. 1778	10 जुलाई, 1912	तयब	तयब	गोलालेन फोर्ट बम्बई में स्थित पूर्व स्वामित्व वाली भूमि का सारा टुकड़ा और उस पर, बने हुए वाटिका गृह, कमर गृह और अस्तबल जिसका क्षेत्रफल लगभग 173 और 62 वर्ग गज है।		12,000.00	शून्य	तयब
तमिल नाडु								
1. संख्या 46—शिक्षा तथा संख्या 389—शिक्षा	5 अप्रैल 1904 तथा 25 जून 1904	मद्रास सैनिक बालिका अनाथा-लय असाय निधि मद्रास	सचिव तथा कोरम-पोंडेट सेंट जार्ज स्कूल तथा अनाथालय मद्रास	मद्रास में स्थित भूमि जिसकी सर्वेक्षण संख्या 232 है और जिस का क्षेत्रफल 15 कानी, 18 प्राउंड और 1678 वर्ग फुट है और उस पर बनी इसारत जिसका नाम मद्रास सैनिक बालिका अनाथालय (मद्रास मिलिट्री फीमेल अरफन आसाईलम) है।	शून्य		शून्य	इस संपत्ति पर सिविल अरफन आसाईलम का कब्जा है। यह कब्जा इस शर्त पर दिया गया था कि वहां पर अनाथालय की लड़कियों के अनाथा मद्रास सैनिक बालिका अनाथालय में गहले भर्ती की गयी अन्य बालिकाओं के भरण-पोषण और शिक्षा की व्यवस्था की जायेगी
उत्तर प्रदेश								
1. उत्तर प्रदेश सरकार शिक्षा विभाग अधिसूचना संख्या 602 XV 301 और 808 जी/XV 619/1923	क्रमशः 2 अप्रैल 1918 और 29 नवम्बर 1923	गिरौडी कायस्थ, पाठशाला असाय निधि मिरजापुर	प्रबंध समिति जिसके पवन अध्यक्ष मिरजापुर के कलक्टर होंगे और जिसमें स्व. मुंशी विदेशवरी प्रसाद वकील की संपत्ति के नि-पाक्षक सदस्य होंगे।	(क) जिला मिरजापुर के मुहल्ला बेले जलीगंज में स्थित टीन मकान जिनकी हदबंदी इस प्रकार है :-  (1) दक्षिण : श्री प्यारे लाल का मकान उत्तर मुसम्मात शुभा क मकान; पश्चिम : गवर्नमेंट रोड; पूर्व : श्री सुमेर सुनार का मकान		600.00	36.00	

1	2	3	4	5	6	7	8	9
						₹०	₹ 0	
				(2) दक्षिण : मुंशी विदेखरी प्रसाद बकील का मकान ; उत्तर : मस्जिद ; पश्चिम : श्री रामेश्वर तेली का मकान पूर्व : सड़क		600.00	36.00	
				(3) दक्षिण : श्री बुद्ध का मकान ; उत्तर : मुंशी विन्देश्वरी प्रसाद बकील का मकान ; पश्चिम :—मुसम्मल उमराव का मकान पूर्व : सड़क ।		600.00	36.00	
				(ख) मिरजापुर जिले, की चुनार तहसील के मोजा गिरौडी में स्थित बाग ।		600.00	15.00	
				(ग) मिरजापुर जिले की चुनार तहसील के मोजा गिरौडी में उप- युक्त (ख) में बताये गये बाग में स्थित पाठ शाला ।		50.00	शून्य	

पंजाब :

चूंकि केन्द्रीय पूर्ण अक्षय निधि से संबंध संपत्तियों का भारत और पाकिस्तान के बीच बंटवारा अभी नहीं हुआ है, इसलिए इन संपत्तियों की सूची अभी तैयार नहीं की जा सकी है ।

### भाग II—प्रतिभूतियों की सूची और लेखा सारांश

मामला संख्या	अक्षय निधि का नाम	व्यक्ति जिनकी ओर से धारित है	प्रतिभूतियों का ध्वारा	प्रतिभूतियों की कुल रकम	नकद वसूल किया गया या सारांश
1	2	3	4	5	6
भारत:				रुपए	रुपये
1.	खंडपारा राज्य न्यास निधि	खंडपारा राज्य न्यास निधि का न्यासी बोर्ड	5 वर्षीय आकषर सावधि जमा	30,600.00	3,0600.00
					3,297.35
प्रतिभूतियों की प्राप्ति				नकद व्यय	नकद शेष
				टिप्पणी	मामला संख्या
अक्षय नगद प्राप्ति	नकद प्राप्ति की कुल रकम			प्रदायगिता	
7	8	9	10	11	12
रुपए	रुपए	रुपए	रुपए	रुपए	1
	3,297.35	दिया गया व्याज	3,264.40	—	—
		सरकार को दी गई फीस	32.95		
			3,297.35		

1	2	3	4	5	6
				₹०	₹०
2.	सशस्त्र सेना हितकारी निधि	सशस्त्र सेना हितकारी निधि की सामान्य समिति	3 प्रतिशत रूपांतरण ऋण 1946	8,00,400.00	8,00,400.00
3.	सेंट डेव्सटन्स (इंडिया) फंड	सेंट डेव्सटन्स (इंडिया) फंड का म्यासी बोर्ड	3 प्रतिशत रूपांतरण ऋण 1946	92,900.00	
			4-3/4 प्रतिशत ऋण 1989	15,000.00	1,07,900.00
4.	शामस रोड बैल स्मारक निधि	अध्यक्ष बल अनुसंधान संस्थान और कालेज, देहरादून	3 प्रतिशत रूपांतरण ऋण 1946	3,100.00	3,100.00
5.	भारतीय पारम्पर संस्थान	भारतीय पारम्पर संस्थान के प्रशासक	3 प्रतिशत रूपांतरण ऋण 1946	66,900.00	
			5 वर्षीय डाकघर सावधि जमा	1,41,650.00	2,08,260.00
6.	राष्ट्रीय शिक्षक कल्याण प्रतिष्ठान	राष्ट्रीय शिक्षक कल्याण निधि की सामान्य समिति	5 वर्षीय डाकघर सावधि जमा	8,94,47,550.00	8,94,47,550.00
					1,01,39,512.55

7	8	9	10	11	12
	₹०		₹०	₹०	
..	24,012.00	दिया गया ब्याज सरकार को दी गई फीस	23,771.90 240.10	—	2
			24,012.00		
..	3,427.50	दिया गया ब्याज सरकार को दी गई फीस	3,393.20 34.30	—	3
			3,427.50	कालम संख्या 6 के नीचे दी गई रकम में स्कोल पर काटे गये धायकर और अक्षिमार की रकम शामिल नहीं है।	
..	93.00	दिया गया ब्याज सरकार को दी गई फीस	92.10 0.90	—	4
			93.00		
..	18,440.65	दिया गया ब्याज सरकार को दी गई फीस	18,256.20 184.45		5
			18,440.65		
(क)	1,50,00,000.00	251,39,512.55	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा में निवेश	100,38,117.33 1,01,395.22 150,00,000.30	6
			251,39,512.55	(क) यह राशि 5 वर्षीय डाकघर सावधि जमा में निवेश करने के लिए निधि प्राधिकारियों से प्राप्त होने की शोतक है।	

1	2	3	4	5	6
			रु.	रु.	रु.
7. पुस्तकालय विज्ञान के लिए शारदा रंगनाथन प्रक्षेय निधि	निधि की प्रबंध समिति	5 वर्षीय ङाक पर सावधि जमा	7,00,000.00	7,00,000.00	75,429.45
8. देहरादून स्थित वयस्क अंध प्रशिक्षण केन्द्र की बानु-भाई कीरमजी कांगा प्रशिक्षणार्थी कल्याण निधि	निदेशक, राष्ट्रीय अंध संस्थान देहरादून	5 वर्षीय ङाक पर सावधि जमा	54,350.00	54,350.00	5,965.80
9. झंडा दिवस निधि	झंडा दिवस निधि की प्रबंध समिति	3 प्रतिशत रूपांतरण ऋण 1946	4,20,000.00	4,20,000.00	11,340.00
10. युद्ध पीड़ितों और अपंग सैनिकों के लिए विशेष सहायता निधि	प्रबंध समिति युद्ध पीड़ितों और अपंग सैनिकों के लिये विशेष सहायता निधि	5 वर्षीय ङाकपर सावधि जमा	2,00,00,000.00	2,00,00,000.00	23,66,125.00
11. महिलाओं व बच्चों के लिए लेडी हाइंग अस्पताल, दिल्ली निधि	प्रशासन बोर्ड लेडी हाइंग प्रायुर्विज्ञान महाविद्यालय तथा श्रीमती एस. के. अस्पताल	5 वर्षीय ङाकपर सावधि जमा	1,02,650.00	1,02,650.00	12,144.15

7	8	9	10	11	12	सामान्य संख्या
रु.	रु.		रु.	रु.		
(ख) 5,00,000.00	5,75,429.45	दिया गया ब्याज सरकार की दी गई फीस अन्य जमा	74,675.17 754.28 5,00,000.00 <u>5,75,429.45</u>	..	(ख) यह राशि 5 वर्षीय ङाकपर सावधि जमा की परिशोधन प्राप्ति-यों की धोतक है। जिसका —से 5 वर्षीय ङाकपर सावधि जमा में पुनः निवेश कर दिया गया है।	7
..	5,965.80	दिया गया ब्याज सरकार को दी गई फीस	5,906.15 59.65 <u>5,965.80</u>	..		8
..	11,340.00	दिया गया ब्याज सरकार को दी गई फीस	11,226.60 113.40 <u>11,340.00</u>	..	कालम 8 में दिखाई गई ब्याज की रकम में झोत पर काटी गई आयकर और धक्षिपार की रकमें शामिल नहीं है	9
..	23,66,125.00	दिया गया ब्याज सरकार को दी गई फीस	23,42,463.75 23,661.25 <u>23,661,25.00</u>	..		10
..	12,144.15	दिया गया ब्याज सरकार को दी गई फीस	12,022.70 121.45 <u>12,144.15</u>			11



1	2	3	4	5	6
12. राष्ट्रीय बाल निधि	निधि के स्थापितियों का बोर्ड	5 वर्षीय डाकघर सावधि जमा	123,00,000.00	123,00,000.00	14,29,847.60
13. भारतीय अकाल सहायता स्थापना	प्रबंधक बोर्ड, नई दिल्ली	3 प्रतिशत रूपांतरण ऋण, 1946	32,78,400.00	32,78,400.00	98,352.00
14. यशवी पुस्तकालय निधि	मूला बोर्ड, कलकत्ता	3 प्रतिशत रूपांतरण ऋण, 1946	38,000.00		
		5 वर्षीय डाकघर सावधि जमा	59,350.00	97,350.00	7,421.35
15. राष्ट्रीय कर्मचारी राहत निधि	राष्ट्रीय कर्मचारी राहत निधि बोर्ड, चण्डीगढ़	5 वर्षीय डाकघर सावधि जमा	20,750.00	20,750.00	2,235.95
16. राष्ट्रीय खिलाड़ी कल्याण निधि	निधि की सामान्य समिति	5 वर्षीय डाकघर सावधि जमा	1,00,000.00	1,00,000.00	10,775.65
17. भूतपूर्व सैनिकों और उनके परिवारों की विशेष पुनर्निर्माण और पुनर्वास निधि	प्रशासक बोर्ड, चण्डीगढ़	5 वर्षीय डाकघर सावधि जमा	1,33,350.00	1,33,350.00	14,369.30
7	8	9	10	11	12
रु.	रु.	रु.	रु.		मामला संख्या
(ग) 10,00,000.00	24,29,847.60	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा में किया गया निवेश	14,15,549.17 14,298.43 10,00,000.00 24,29,847.60	(ग) यह रकम 5 वर्षीय डाकघर सावधि जमा में जमा कराने के लिए निधि प्राधिकारियों से प्राप्त राशि की शेष है।	12
—	98,352.00	दिया गया ब्याज सरकार को दी गई फीस	97,368.60 983.50 98,352.00		13
..	7,421.35	दिया गया ब्याज सरकार को दी गई फीस	7,347.10 74.25 7,421.35	.. कालम 6 में दिखाई गई ब्याज की रकम में जोड़ पर काटे गए आयकर और अधिभार की रकम शामिल नहीं है।	14
..	2,235.95	दिया गया ब्याज सरकार को दी गई फीस	2,213.60 22.35 2,235.95		15
(घ) 18,00,000.00	15,10,775.65	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा	10,867.90 107.75 15,00,000.00 15,10,775.65	(घ) यह रकम 5 वर्षीय डाकघर सावधि जमा में जमा कराने के लिए निधि प्राधिकारियों से प्राप्त राशि है।	16
	14,369.30	दिया गया ब्याज सरकार को दी गई फीस	14,225.60 143.70 14,369.30		17

1	2	3	4	5	6
18. यू.ओ.ए. सेवाएं पुनर्निर्माण प्रशासक बोर्ड निधि		5 वर्षीय डाकघर सावधि जमा	17,350.00	17,350.00	1,869.55
19. राष्ट्रीय धरोहर कल्याण प्रशासक बोर्ड निधि		5 वर्षीय डाकघर सावधि जमा	1,00,000.00	1,00,000.00	11,830.66

7	8	9	10	11	मान्यता संख्या
रु.	रु.	रु.	रु.		
	1,869.55	दिया गया ब्याज सरकार को दी गई फीस	1,850.85 18.70		18
			1,869.55		
	11,830.60	दिया गया ब्याज सरकार को दी गई फीस	11,712.30 118.30		19
			11,830.60		

1	2	3	4	5	6
महाराष्ट्र					
1. भारतीय विज्ञान संस्थान (बंगलौर की सम्पत्तियां)	भारतीय विज्ञान संस्थान, बंगलौर	परिषद 5 वर्षीय डाकघर सावधि जमा	2,150.00	2,150.00	231.65

7	8	9	10	11	मान्यता संख्या
(रु) 2,167.00	2,398.65	धन्य धनदायकियां दिया गया ब्याज सरकार को दी गई फीस	2150.00 229.33 2.32	17.00	(रु) 5 वर्षीय डाकघर सावधि जमा की वापस धनदायगी की 2150.00 रुपए की प्राप्तियों का 5 वर्षीय डाकघर सावधि जमा से पुनः निवेश कर दिया गया है।
			2,381.65		1

1	2	3	4	5	6
			₹.	₹.	₹.
2. भारतीय विज्ञान संस्थान (बंबई की सम्पत्तियाँ)	भारतीय विज्ञान परिषद संस्थान, बंगलौर	3 प्रतिशत रूपांतरण ऋण, 1946 5-1/2 प्रतिशत ऋण 2,000 पुराना 5 वर्षों का कर सावधि जमा	10,22,8000.00 } 1,40,300.00 } 68,500.00 }	12,31,800.00	45,781.80
3. कराची के फकीर जी कोवासजी की छात्रवृत्ति निधि	कस्तान-अलीक प्रशिक्षण पोत "राजेश्वर" न्यू फेरी हार्फ के सामने बम्बई-9	3 प्रतिशत रूपांतरण ऋण, 1946	60,000.00	60,000.00	1,800.00
4. चेटकीरुड स्मारक पुरस्कार निधि	1. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय, पूना 2. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय, धारवाड़ 3. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय, अहमदाबाद	3 प्रतिशत रूपांतरण ऋण, 1946	200.00	200.00	6.00
5. गणेश बलवन्त लिये छात्र वृत्ति निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे	3 प्रतिशत रूपांतरण ऋण 1946	56,000.00	56,000.00	16,80.00

7	8	9	10	11	12
(घ) 10,727.02	56,508.82	अन्य अदायगियाँ दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियाँ	10,700.00 41,483.99 457.81 3,840.00 56,481.80	27.02 (घ) 5 वर्षों का काल 6 में बिबार्ड पर सावधि जमा की वापस अदायगी की 10,700.00 रुक में खात पर की प्राप्ति की 5 वर्षों का कर सावधि जमा में पुनः निवेश कर दिया गया है।	2
..	1,800.00	दिया गया ब्याज सरकार को दी गई फीस	1,782.00 18.00 1,800.00		3
(छ) 83.15 }	89.15	सरकार को दी गई फीस	0.06 0.06	89.09 (छ) यह एक अय-वोष की खोतक है।	4
..	1,680.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियाँ	1,495.20 16.80 168.00 1,680.00	..	5

1	2	3	4	5	6
			रु.	रु.	रु.
6. सर विलियम पूरे स्मारक निधि	निदेशक, स्वास्थ्य सेवा, महाराष्ट्र राज्य, बम्बई	3 प्रतिशत रूपांतरण ऋण, 1946	1,100.00	1,100.00	33.00
7. बम्बई प्रेसीडेंसी में मुसल-मानों में शिक्षा को प्रोत्साहन देने के लिए काजो गहाबुद्दीन अमय निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पूणे	3 प्रतिशत रूपांतरण ऋण, 1946 5 वर्षीय डाकघर सावधि जमा	1,45,300.00 5,100.00	1,50,400.00	4,908.55
8. अंग्रेजी में एस. एस. सी. परीक्षा संबंधी पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य पूणे	3 प्रतिशत रूपांतरण ऋण, 1946 5 वर्षीय डाकघर सावधि जमा	400.00 3,000.00	3,400.00	335.25
9. कृषि और शिक्षा संबंधी प्रयोजनों के लिए सर सेलून डेविड ग्यास निधि	कृषि और सहकारिता विभाग, महाराष्ट्र सरकार, बम्बई के सचिव की मार्फत निधि का ग्यासी बोर्ड	5-3/4 प्रतिशत महाराष्ट्र ऋण 1983	7,51,100.00	7,51,100.00	88,859.80

7	8	9	10	11	मामला संख्या
रु.	रु.	रु.	रु.		
..	33.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से धायकर कटौतियां	28.66 0.34 4.00	..	6
			33.00		
..	4,908.55	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से धायकर कटौतियां	4,423.45 49.10 436.00	..	7
			4,908.55		
(ज) 3,000.00	3,335.25	अन्य भुदायगियां दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से धायकर कटौतियां	3,000.00 329.90 3.35 2.00	.. (ज) 5 वर्षीय डाकघर सावधि जमा की वापस-प्रदायगी की 3,000.00 रुपए की प्राप्तियों का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।	8
			3,335.25		
..	88,859.80	दिया गया ब्याज सरकार को दी गई फीस	87,971.20 888.60	..	9
			88,859.80		

1	2	3	4	5	6
			रु.	रु.	रु.
10. बम्बई राज्य परीक्षा और अनुसूचन निधि	अध्यक्ष, बम्बई राज्य परि- बीक्षा और अनुसूचन संस्था, श्री. आई. टी. ब्लाक संख्या, 33, किंग्स सकिल मार्ग, बम्बई- 19	3 प्रतिशत रूपांतरण ऋण, 1946 5 वर्षीय ऋणपर सावधि जमा	7,000.00 } 14,000.00 }	21,000.00	1,866.30
11. भारतीय इम्पोरियम सहायता (छात्रवृत्ति) निधि	शिक्षा-निवेशक, महाराष्ट्र राज्य पुणे,	3 प्रतिशत रूपांतरण ऋण, 1946	25,200.00	25,000.00	756.00
12. सावित्री बाई फुले राब उपलब्ध छात्रवृत्ति निधि	तदैव	तदैव	12,800.00	12,800.00	384.00
13. बम्बई प्रदेश कृषि प्रदर्शनी निधि	कृषि निवेशक, महाराष्ट्र राज्य पुणे	3 प्रतिशत रूपांतरण ऋण 1946 7 वर्षीय अल्प बचत बांड	4,18,000.00 } 2,000.00 }	4,18,000.00	12,480.00
14. डा. रामचन्द्र शिवाजी पोरवी छात्रवृत्ति निधि *	शिक्षा निवेशक, महाराष्ट्र राज्य पुणे	3 प्रतिशत रूपांतरण ऋण 1946	11,100.00	11,100.00	333.00
7	8	9	10	11	मामला संख्या
रु.	रु.		रु.	रु.	
..	1,866.30	बिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां	1,827.64 18.66 20.00 1,866.30	..	10
..	756.00	बिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियां	672.44 7.56 76.00 756.00	..	11
..	384.00	बिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां	342.16 3.84 38.00 384.00	..	12
..	12,480.00	बिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां	11,107.20 124.80 1,248.00 12,480.00	..	13
..	333.00	बिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां	295.66 3.34 34.00 333.00	..	14
			333.00		

1	2	3	4	5	6
			रु.	रु.	रु.
15. सर कुसरो बाबिया न्यास निधि	निधि के शायी विकास के अध्यक्ष, द्वारा सचिव कृषि और सहकारिता विभाग महाराष्ट्र, सरकार, बम्बई	6 प्रतिशत महाराष्ट्र राज्य विकास ऋण 1986	12,94,200.00	12,94,200.00	77,652.00
16. युद्धोपरान्त सैन्य पुनर्निर्माण निधि (राजस्थान अंश)	निधि, सचिव, द्वारा महाराष्ट्र राज्य एस. एस. तथा ए. बोर्ड, पुणे	5 वर्षीय बाक्यर सावधि जमा 3 प्रतिशत रूपांतरण ऋण-1946	9,900.000 } 1,100.00 }	11,100.00	1,139.70
17. भारतीय बाणिज्य नाविकों के लिए युद्ध स्मारक निधि 1947	इंडियन सेलर्स होम सोसायटी की प्रबन्ध समिति, मस्जिद बन्दर साइडिंग रोड, बम्बई-9	3 प्रतिशत रूपांतरण ऋण 1946	21,32,900.00	21,32,900.00	63,987.00
18. होमी मेहता विजय धर्म बाव निधि (राजस्थान अंश)	निधि सचिव, द्वारा महाराष्ट्र राज्य एस. एस. तथा ए. बोर्ड, पुणे-1	3 प्रतिशत रूपांतरण ऋण 1946 5-3/4 प्रतिशत ऋण 2003 6 प्रतिशत महाराष्ट्र ऋण 1984	800.00 } 100.00 } 400.00 }	1,300.00	77.06

7	8	9	10	11	12	सामान्य सं.
रु.	रु.		रु.	रु.		
(स) 42.00	77,694.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से धायकर की कटौतियां	68,109.48 778.52 7,766.00	42.00	(स) यह रकम धाय-शेष की छोटक है।	15
			77,652.00			
(का) 35.00	1,174.70	दिया गया ब्याज सरकार को दी गई फीस	1,128.30 11.40	35.00	(का) यह रकम धाय-शेष की छोटक है	16
			1,139.70			
..	63,987.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से धायकर की कटौतियां	56,949.12 639.88 6398.00	..		17
			63,987.00			
(ट) 4.00	81.06	दिया गया ब्याज सरकार को दी गई फीस	76.20 0.77	4.00	(ट) यह राशि धायशेष की छोटक है।	18
			77.06			

1	2	3	4	5	6
			रु.	रु.	रु.
19. एस. बी. मंडके पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे	3 प्रतिशत रूपांतरण 1946	1,600.00	1,600.00	48.00
20. कुमारी भणिकबाई शिन्दे पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे-1	शून्य	शून्य	शून्य	30.00
21. मराठा युद्ध स्मारक निधि	मराठा युद्ध स्मारक निधि के प्रबन्धन सचिव, मराठा साइट इम्पैन्ट्री रेजीमेंट, बेलगांव	5-1/2 प्रतिशत ऋण-2000 पुराना 5 वर्षीय डाकघर सावधि जमा	9,100.00 3,26,200.00	3,35,300.00	39,092.00
22. सर एम. पी. ओशी न्यास निधि	प्रिंसिपल, कृषि कालेज, पुणे	3 प्रतिशत रूपांतरण 1946 5-3/4 प्रतिशत ऋण 2002	12,800.00 500.00	13,300.00	412.74

  

7	8	9	10	11	12	सामग्री संख्या
रु.	रु.		रु.	रु.		
..	48.00	दिया गया ब्याज	43.62	..		19
		सरकार को दी गई फीस	0.48			
		10 प्रतिशत की दर से	4.00			
		आयकर की कटौतियां				
			48.00			
(ठ) 1,000.00	1,030.00	दिया गया ब्याज	25.70	1,000.00	(ठ) 3 प्रतिशत ऋण, 1896-97 की वापस-अदायगी की प्राप्तिर्षी की 1000.00 रुपए की रकम की, 31-3-1986 से पहले वास्तव प्राप्त न होने के कारण, पी. एल. खाते में रोक लिया गया है।	20
		सरकार को दी गई फीस	0.30			
		10 प्रतिशत की दर से	4.00			
		आयकर की कटौतियां				
			30.00			
..	39,092.00	दिया गया ब्याज	38,651.09	..		21
		सरकार को दी गई फीस	390.91			
		10 प्रतिशत की दर से	50.00			
		आयकर की कटौतियां				
			39,092.00			
..	412.74	दिया गया ब्याज	368.62	..		22
		सरकार को दी गई फीस	4.12			
		10 प्रतिशत की दर से	40.00			
		आयकर की कटौतियां				
			412.74			

1	2	3	4	5	6
23. कुमारी क्लार्क स्मारक उपस्थान निधि	भारत की नारियों की स्त्री- रोग चिकित्सा सहायता तथा शिक्षा प्रदान करने वाली राष्ट्रीय संस्था की बम्बई शाखा के अध्यक्ष द्वारा श्री एच. एन. भावनगरी, एस. बी. बिल्लमोरिया एण्ड कम्पनी वार्टन एकाउन्टेन्ट, 113 महाराष्ट्र गान्धी रोड, बम्बई-1	3 प्रतिशत रूपांतरण श्रृण 1946	11,000.00	11,000.00	330.00
24. बरजोर्जी मानेकजी कुतारिया पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे	3 प्रतिशत रूपांतरण श्रृण 1946	2,000.00	2,000.00	60.00
25. कैम्पबेल स्मारक पदक निधि	एशियाटिक सोसायटी की बम्बई शाखा की प्रबन्ध समिति टाउन हॉल बम्बई-1	5 वार्षिक डाकघर सार्वजनिक अर्था	4,900.00	4,900.00	578.70

7	8	9	10	11	12	समस्त संख्या
रु.	रु.		रु.	रु.		
...	330.00	दिया गया व्यय	292.70	..		23
		सरकार को दी गई फीस	3.30			
		10 प्रतिशत की दर से	34.00			
		आयकर की कटौतियाँ				
			330.00			
..	60.00	दिया गया व्यय	53.40	..		24
		सरकार को दी गई फीस	0.60			
		10 प्रतिशत की दर से	6.00			
		आयकर की कटौतियाँ				
			60.00			
..	578.70	दिया गया व्यय	578.91	..		25
		सरकार को दी गई फीस	5.79			
			578.70			



1	2	3	4	5	6
			रु.	रु.	रु.
26. सर जमशेदजी भाई पारसी संस्था	जेजी हितकारी संस्था 209 डा. बाबा भाई नौरोजी रोड, फोर्ट बम्बई-1	13 स्टेट बैंक के शेयर	1,300.00	1854350.00	213292.69
		4-3/4 प्रतिशत ऋण 1989	500.00		
		5 वार्षिक डाकघर सावधि जमा	18,12,150.00		
		5-1/2 प्रतिशत ऋण 1999	10,500.00		
		5-3/4 प्रतिशत ऋण 2002	3,400.00		
		6 प्रतिशत ऋण 1998	11,300.00		
		5-3/4 प्रतिशत ऋण 2003	15,200.00		
27. महिला चिकित्सा सहायता देने और भारतीय महिलाओं को हिदायते देने के लिए नेशनल ऐसोसिएशन की यम्बई शाखा	नेशनल ऐसोसिएशन की यम्बई शाखा के कोषाध्यक्ष, मार्फत श्री प्रार. एन. भावनगरी, एम. बी. बिल्सीमोरिया एण्ड को., 113 एम. जी. रोड, बम्बई-1	3 प्रतिशत रूपांतरण ऋण, 1946	2,18,100.00		
		5 वार्षिक डाकघर सावधि जमा	30,000.00	2,48,100.00	9775.70

7	8	9	10	11	12	सामग्री सं.
रु.	रु.		रु.	रु.		
(ड)	10,430.88	2,23,723.57	दिया गया ब्याज सरकार को दी गई फीस अन्य भवयगियां 10 प्रतिशत की दर से आय कर की कटौतियां	2,10,827.28 2,133.41 3,500.00 332.00 <hr/> 216792.69	6,930.88	(रु)-(I) 5-3/4 प्रतिशत महाराष्ट्र ऋण, 1985 की 500.00 रुपए (II) 6 प्रति- शत महाराष्ट्र ऋण, 1985 की 500.00 रुपए और (III) 5 वर्षीय डाकघर सावधि जमा की 2500.00 रुपए की वापसी—भदायगी की राशि को 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर किया है और 31-3-1986 से पहले चालान के वसूल न होने के कारण 3 प्रतिशत ऋण, 1996-97 की 6900.00 लाख रुपए की राशि को पी. एल. खाते में रखा गया है।
..	9,775.70	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां	9,023.93 97.77 864.00 <hr/> 9,775.70			27

1	2	3	4	5	6
			रुपए	रुपए	रुपए
28. कस्तूरीजी जमशेदजी जेजी भाई गृहपति विद्यालय, निधि	सचिव, मर जे जे पारसी हितवादी संस्था, 209 डा. दादाभाई नोरोजी रोड, फोर्ट बम्बई-19	3 प्रतिशत स्वामित्व कृण 1946	72,000.00	72,000.00	2,160.00
29. भूतपूर्व संगली राज्य द्वारा रखी गई किंग एडवर्ड स्मारक निधि	शिधा निदेशक, महाराष्ट्र, राज्य पुणे	3 प्रतिशत स्वामित्व कृण 1946	49,100.00	49,100.00	1,509.00
30. सी. पी. और बदार किंग एडवर्ड स्मारक समिति निधि	सचिव, शासी निकाय किंग एडवर्ड स्मारक समिति नागपुर	5 वर्षीय डाकघर सावधि जमा 3 प्रतिशत स्वामित्व कृण 1946	1,85,900.00 2,42,800.00	4,28,700.00	29,847.15
31. सी. पी. कृषि और उद्योग सुधार निधि	सचिव, शासी निकाय कृषि और उद्योग नागपुर	3 प्रतिशत स्वामित्व कृण 1946 5 वर्षीय डाकघर सावधि जमा	1,24,000.00 5,900.00		
7	8	9	10	11	12 सामान्य सं.
			रुपए	रुपए	
	2,160.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से प्रायकर की कटौतियाँ	1,922.40 21.00 216.00		28
			2,160.00		
(ड) 1200.00	2,709.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से प्रायकर की कटौतियाँ	1,341.90 15.10 152.00	1,200.00	(ड) 31-3-86 से पहले ब्याज के बकाया न होने के कारण 3 प्रति- शत कृण, 1996- 97 की 1200 रुपए की वापसी— प्रदायगी की राशि को पी. एल. खाते में रखा गया है।
			1,509.00		
(ण) 19000.00	48,847.15	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से प्रायकर की कटौतियाँ	28,764.88 298.47 784.00	19000.00	(ण) 31-3-88 से पहले ब्याज के बकाया न होने के कारण 3 प्रति- शत कृण, 1996- 97 की 19000.00 रुपए की वापसी— प्रदायगी की राशि को पी. एल. खाते में रखा गया है।
			29,847.15		30
	4,355.75	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से प्रायकर की कटौतियाँ	3,940.19 43.56 372.00		
			4,355.75		31

1	2	3	4	5	6
32	एन मन गार्हिनर स्मारक छात्रवृत्ति निधि	नागपुर का विभाग	5 वषीय डाकवर सावधि जमा 3 प्रतिगत रूपंतरण ऋण 1946	3,800.00 } 400.00 }	4,200.00 461.55
33.	सोभाग्यवती कुणाबाई बालकृष्ण सुले पुरस्कार निधि	प्रशानक की निमूकित शिक्षा, विभाग, मध्य प्रदेश के पास विचाराधीन है।	5 वषीय डाकवर सावधि जमा	200.00	200.00 23.67
34.	रायबहादुर बन्धुकी जना-देन मोबल पुरस्कार	तदैव	5 वषीय डाकवर सावधि जमा	900.00	900.00 106.48
35.	ब्राउनिंग छात्रवृत्ति और ब्राउनिंग शिक्षक छात्रवृत्ति निधि	कलकटर, नागपुर	3 प्रतिगत रूपंतरण ऋण 1946 5 प्रतिगत डाकवर सावधि जमा	11,600.00 } 2,200.00 }	13,800.00 585.05
36.	आर्ज पुरस्कार निधि	जनसंरक्षक, उत्तरी बन्धुपुर मकिल, बन्धुपुर	3 प्रतिगत रूपंतरण ऋण 1946	1,200.00	1,200.00 36.00

7	8	9	10	11	12	माभिला सं.
..	र. 461.55	दिया गया व्याज सरकार को दी गई फीस 10 प्रतिगत की दर से प्रायकर की कटौतियां	र. 454.93 4.62 2.00 461.55	र. ..	..	32
(त) 66.64	90.31	दिया गया व्याज सरकार को दी गई फीस	.. 0.25	90.06	(त) यह रकम प्रत्येक शेष की घोलक तक है।	33
(ब) 309.94	410.42	दिया गया व्याज सरकार को दी गई फीस	.. 1.06	415.38	(ब) घोलक है प्रत्येक शेष की	34
..	585.05	दिया गया व्याज सरकार को दी गई फीस 10 प्रतिगत की दर से प्रायकर की कटौतियां	545.20 5.85 34.00 585.05	..	..	35
(ब) 1150.41	1195.41	दिया गया व्याज सरकार को दी गई फीस 10 प्रतिगत की दर से प्रायकर की कटौतियां	.. 0.36 4.00 4.36	1191.05	(ब) प्रत्येक शेष की घोलक है।	36

1	2	3	4	5	6
			र.	र.	र.
तमिलनाडु					
1. विक्टोरिया जयन्ती छात्र- वृत्ति भण्डार निधि, मंगलौर	एक समिति जिसके सदस्य हैं 1. दक्षिण कनारा के जिला म्यामाछीस 2. दक्षिण कनारा के जिला बोर्ड के अध्यक्ष 3. मंगलौर नगर परिषद के सभापति, और 4. दक्षिण कनारा के जिला शिक्षा अधिकारी और दक्षिण कनारा के जिला अधि- कारी अध्यक्ष के रूप में	3 प्रतिशत रूपांतरण ऋण 1946	35,400.00	35,400.00	1,593.00
बोर्ड के अध्यक्ष					
2. जलामजला रंगीया लेडी कालेजियेट छात्रवृत्ति निधि मद्रास	कालेज शिक्षा निवेशक मद्रास (5-वर्षीय) शाकघर सावधि जमा 3 प्रतिशत रूपांतरण ऋण 1946 6-3/4 प्रतिशत तमिलनाडु ऋण 1992 6-1/2 प्रतिशत तमिलनाडु ऋण 1989 5-3/4 प्रतिशत ऋण 2001 7-1/2 प्रतिशत भारत सरकार ऋण 2010	5-वर्षीय शाकघर सावधि जमा 3 प्रतिशत रूपांतरण ऋण 1946 6-3/4 प्रतिशत तमिलनाडु ऋण 1992 6-1/2 प्रतिशत तमिलनाडु ऋण 1989 5-3/4 प्रतिशत ऋण 2001 7-1/2 प्रतिशत भारत सरकार ऋण 2010	13,000.00 32,400.00 3,200.00 400.00 2,700.00 9,200.00	60,900.00	2,791.14

7	8	9	10	11
र.	र.	र.	र.	
(घ) 1081.67	2674.67	दिया गया ब्याज सरकार को दी गई फीस	720.00 15.93 735.93	(घ) यह रकम अथ- बोध की शीतक है। 1
(ग) 11978.57	14769.71	दिया गया ब्याज सरकार को दी गई फीस अन्य भुगतानियाँ	— 27.91 10,000.00 10,027.91	(ग) यह शीतक है: अथशेष 11723.77 भुगतान की वापसी 254.80 11978.57 2

1	2	3	4	5	6
3. प्रिग स्मारक भवन निधि मद्रास	विद्यालय शिक्षा निदेशक मद्रास और जिलाधीन, मद्रास	3 प्रतिशत रुपांतरण ऋण 1946 5 वर्षीय ऋणकर सावधि जमा 7 प्रतिशत भारत सरकार ऋण-2010	11,500.00 1,100.00 2,600.00	15,200.00	811.05.
4. जे. एम. बोने [स्मारक भवन निधि मद्रास]	वर्षाव रेलवे के मुख्य अभियंता, मद्रास	3 प्रतिशत रुपांतरण ऋण 1946 5 वर्षीय ऋणकर सावधि जमा 7- 1/2 प्रतिशत भारत सरकार ऋण 2010	300.00 1,300.00 1,200.00	2,800.00	235.65

7	8	9	10	11	12
रु.	रु.	रु.	रु.	मामला	
(प) 3458.28	4269.33	दिया गया ऋण सरकार को बी गई फीस	— 8.11 8.11	4261.22	(प) यह रकम घोतक है: 3 अथशेष-3,419.08 आयकर की वापसी 39.20 3458.28 कालम 8 में बी गई ऋण की रकम में स्त्रोत पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।
(क) 631.54	867.19	दिया गया ऋण सरकार को बी गई फीस	180.00 2.35 162.35	704.84	(क) यह रकम घोतक है: 4 अथशेष 610.54 आयकर की वापसी 21.00 631.54 कालम 8 में बी गई रकम में स्त्रोत पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।

1	2	3	4	5	6
			रु.	रु.	रु.
मध्य प्रदेश					
1. नवाब सुल्तान जहाँ बेगम शांता प्रकाश निधि, भोपाल	गवर्नर बोर्ड जिसमें निम्न-लिखित सदस्य हैं :— (1) महाभाष्य मिकन्दर सोलत इकितखार—उपमुख्य नवाब मुहम्मद हमीदुल्ला खां : (2) श्री महावीर प्रसाद बर्मा, भूतपूर्व न्यायाधीश, उच्च न्यायालय, भोपाल ; (3) श्री मुहम्मद प्रहमद अन्सारी, भूतपूर्व न्यायाधीश, उच्च न्यायालय, भोपाल ; (4) कर्नल यामीनुलमुल्क नवाब आवा रशीदुल्ला करखां बहादुर और 5 मुवमिदुल इशाफली काबिह् आदी शैयब शाशूक अमीर महाभाष्य नवाब भोपाल के सफेखास विभाग के सचिव	3 प्रतिशत रुपांतरण ऋण 1946 भारतीय यूनिट ट्रस्ट में 3820 यूनिट	9,24,400 } 3,82,000.00 }	13,06,400.00	65,450.00
2. रामचन्द्र ठाकुर पुरस्कार निधि	सचिव माध्यमिक शिक्षा बोर्ड मध्य प्रदेश, भोपाल	3 प्रतिशत रुपांतरण ऋण, 1946	500.00	500.00	13.00
3. हाडिंग पदक निधि	लोक शिक्षा निदेशक, मध्य प्रदेश भोपाल	3 प्रतिशत रुपांतरण ऋण 1946	2,100.00	2,100.00	57.00
7	8	9	10	11	मामला संख्या
रु.	रु.	रु.	रु.		
(ब) 13,046.18	78,496.18	दिया गया ब्याज सरकार को दी गयी फीस अन्य प्रदायगी	77,006.87 922.13 478.00 ----- 78,407.00	89.18	(ब) यह रकम अवशेष की शीतक है। कालम 6 में दिखाई गई ब्याज की रकम में स्त्रोत पर काटी गई प्रायकर और अधिभार की रकम शामिल नहीं है।
(भ) 6.50	19.50	दिया गया ब्याज सरकार को दी गई फीस	19.26 0.24 ----- 19.50	..	(भ) यह रकम अवशेष की शीतक है 2 कालम 6 में दिखाई गई ब्याज की रकम में स्त्रोत पर काटी गई प्रायकर और अधिभार की रकम शामिल नहीं है।
(म) 28.50	85.50	दिया गया ब्याज सरकार को, दी गई फीस ..	84.54 0.96 ----- 85.50	..	(म) यह रकम अवशेष की शीतक है 3 कालम 6 में दिखाई गई ब्याज की रकम में स्त्रोत पर काटी गई प्रायकर और अधिभार की रकम शामिल नहीं है

1	2	3	4	5	6
			रु.		रु.
4. मृत्यु और स्पेंस रक्षक पदक निधि	जिला शिक्षा, अधिकारी बिलासपुर	8-3/4 प्रतिशत मध्यप्रदेश, एम. डी. ऋण, 2000	500.00	500.00	38.77
5. पंडित प्रेमशंकर गंगाशंकर ठाकुर छात्रवृत्ति निधि	मुख्य कार्यकारी अधिकारी, जनपद सभा, बमोह	3 प्रतिशत रूपान्तरण, ऋण 1946	7,100.00	7,100.00	191.00
6. रेवाशंकर पंड्या हाईस्कूल छात्रवृत्ति निधि	मंडल शिक्षा अधीक्षक जबलपुर	3 प्रतिशत रूपान्तरण ऋण, 1946	5,000.00	5,000.00	136.00
7. लक्ष्मीबाई छात्रवृत्ति निधि	जिला शिक्षा अधिकारी, जबलपुर	3 प्रतिशत रूपान्तरण ऋण 1946	2,600.00	2,600.00	70.00
8. बुद्धवर्ध छात्रवृत्ति निधि	प्रिंसिपल, राजकुमार कालेज, राजपुर	8-3/4 प्रतिशत मध्य-प्रदेश एस. डी. ऋण 2010 3 प्रतिशत रूपान्तरण ऋण 1946	2,400.00 8,300.00	10,700.00	414.00

7	8	9	10	11	मामला संख्या
रु.	रु.	रु.	रु.		
(य) 115.09	153.86	दिया गया ब्याज सरकार को दी गई फीस	57.48 0.66 <hr/> 58.14	(य) यह रकम अधिशेष की घोतक है	4
(i) 95.50	286.50	दिया गया ब्याज सरकार को दी गयी फीस	283.29 3.21 <hr/> 286.50	(i) यह रकम अधिशेष की घोतक है कालम 6 में दिखाई गई ब्याज की रकम में खोत पर काटी गयी आयकर और अधिभार की रकम शामिल नहीं है।	5
(ii) 68.00	204.00	दिया गया ब्याज सरकार को दी गई फीस	201.75 2.25 <hr/> 204.00	(ii) यह रकम अधिशेष की घोतक है कालम 6 में दिखाई गई ब्याज की रकम में खोत पर काटी गयी आयकर और अधिभार की रकम शामिल नहीं है।	6
(iii) 35.00	105.00	दिया गया ब्याज सरकार को दी गई फीस	103.83 1.17 <hr/> 105.00	(iii) यह रकम अधिशेष की घोतक है कालम 6 में दिखाई गई ब्याज की रकम में खोत पर काटी गयी आयकर और अधिभार की रकम शामिल नहीं है।	7
(iv) 251.63	665.63	दिया गया ब्याज सरकार को दी गयी फीस	614.10 6.90 <hr/> 621.00	(iv) यह रकम अधिशेष की घोतक है। कालम 6 में दिखाई गई ब्याज की रकम में खोत पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।	8

1	2	3	4	5	6
बिहार					
1. बुद्धाजित स्मारक निधि	कलकट्टर, भागलपुर	5 वर्षीय डाकघर सावधि जमा	1,100.00	1,110.00	..
2. राजा रघुनंदन प्रसाद न्यास निधि	धर्मतनिक कोषाध्यक्ष, बिहार एस पी सी ए सवाकत ग्राम, पटना	3 प्रतिशत रुपान्तरण ऋण, 1946	1,600.00	1,600.00	..
3. सर फखरुद्दीन स्मारक स्वर्ण पत्रक निधि	शिक्षा निवेशक, बिहार, पटना	3 प्रतिशत रुपान्तरण ऋण, 1946	1,100.00	1,100.00	..
उत्तर प्रदेश					
अलीगढ़					
1. तसद्दक रसूल अरबी, छात्रवृत्ति अक्षय, निधि न्यास	कोषाध्यक्ष, मुस्लिम विश्व-विद्यालय, अलीगढ़	3 प्रतिशत रुपान्तरण ऋण, 1946	20,200.00	20,200.00	606.00
2. सर सैयद अहमद स्मारक न्यास निधि	रजिस्ट्रार, मुस्लिम विश्व-विद्यालय, अलीगढ़	3 प्रतिशत रुपान्तरण ऋण, 1946	1,16,000.00	1,16,600.00	3,480.00
3. सर विलियम पैरिस ; छात्रवृत्ति अक्षय निधि, न्यास	कुलपति, मुस्लिम विश्व-विद्यालय, अलीगढ़	3 प्रतिशत रुपान्तरण ऋण, 1946	6,400.00	6,400.00	192.00
7	8	9	10	11	सामला संख्या
बिहार					
..	..	..	..	..	1
..	..	..	..	..	2
..	..	..	..	..	3
उत्तर प्रदेश					
..	606.00	दिया गया ब्याज	599.94		1
		सरकार को दी गई फीस	6.06		
			606.00		
..	3480.00	दिया गया ब्याज	3445.99		2
		सरकार को दी गयी फीस	34.80		
			3480.00		
..	192.00	दिया गया ब्याज	190.08		3
		सरकार को दी गयी फीस	1.92		
			192.00		



1	2	3	4	5	6
			रु.	रु.	रु.
<b>इलाहाबाद</b>					
4. रीवा छात्रवृत्ति अक्षय निधि न्यास	प्रधानाचार्य गवर्नमेंट इंटर, कालेज, इलाहाबाद	3 प्रतिशत रूपांतरण ऋण 1946	4,100.00	4,100.00	123.00
5. पन्ना छात्रवृत्ति अक्षय निधि न्यास	शिक्षा निदेशक, उत्तर प्रदेश इलाहाबाद	3 प्रतिशत रूपांतरण ऋण 1946	5,200.00	5,200.00	156.00
6. बिजनगर छात्रवृत्ति अक्षय निधि-न्यास	प्रधानाचार्य गवर्नमेंट इंटर, कालेज इलाहाबाद	3 प्रतिशत रूपांतरण ऋण 1946	14,800.00	14,800.00	444.00
7. बिजनगर छात्रवृत्ति अक्षय निधि न्यास	रजिस्ट्रार, इलाहाबाद विश्व-विद्यालय, इलाहाबाद	3 प्रतिशत रूपांतरण ऋण 1946	26,000.00	26,000.00	780.00
<b>वाराणसी</b>					
8. साधोलाल छात्रवृत्ति अक्षय निधि न्यास	उप-कुलपति वाराणसी-संस्कृत विश्वविद्यालय वाराणसी	3 प्रतिशत रूपांतरण ऋण, 1946	45,000.00 <sup>1</sup>	45,000.00 <sup>1</sup>	1,350.00
9. काठियावाड़ संस्कृत छात्र-वृत्ति अक्षय निधि न्यास	—तईव—	3 प्रतिशत रूपांतरण ऋण 1946	9,100.00	9,100.00	273.00

7	8	9	10	11	मामला संख्या
रु.	रु.	रु.			
123.00	दिया गया ब्याज सरकार को बी गई फीस	121.76 1.24			4
		123.00			
156.00	दिया गया ब्याज सरकार को बी गई फीस	154.44 1.56			5
		156.00			
444.00	दिया गया ब्याज सरकार को बी गई फीस	439.56 4.44			6
		444.00			
780.00	दिया गया ब्याज सरकार को बी गई फीस	772.20 7.80			7
		780.00			
1,350.00	दिया गया ब्याज सरकार को बी गई फीस	1,336.50 13.50			8
		1,350.00			
273.00	दिया गया ब्याज सरकार को बी गई फीस	270.28 2.74			9
		273.00			

1	2	3	4	5	6
			रु.	रु.	रु.
10. सीमा छात्रवृत्ति अक्षय निधि न्यास	प्रधानाचार्य, राजकीय उच्च-तर माध्यमिक विद्यालय, बाराणसी	3 प्रतिशत रूपांतरण ऋण 1946	5,800.00	5,800.00	174.00
11. नागरी प्रचारिणी सभा अक्षय निधि न्यास	सचिव, नागरी प्रचारिणी सभा, बाराणसी	3 प्रतिशत रूपांतरण ऋण 1946	1,63,100.00	1,63,100.00	4,893.00
12. महाराज कुमार सुधांशु मोखर सिंह देव, सोनपुर संपदा के प्रत्यक्ष उत्तराधिकारी उड़ीसा पत्रक अक्षय निधि न्यास	उपकुलपति बनारस, हिन्दू विश्वविद्यालय, बाराणसी	3 प्रतिशत रूपांतरण ऋण 1946	1,500.00	1,500.00	45.00
13. बस्ती की रानी भुवन राज लक्ष्मी देवी भ्रक्षय निधि न्यास	रजिस्ट्रार, बनारस हिन्दू विश्वविद्यालय, बाराणसी	3 प्रतिशत रूपांतरण ऋण 1946	7,300.00	7,300.00	219.00
पीड़ी गढ़वाल					
14. गढ़वाल क्षेत्रीय शिक्षा-न्यास निधि	सचिव, गढ़वाल क्षेत्रीय शिक्षा न्यास निधि, पीड़ी गढ़वाल	3 प्रतिशत रूपांतरण ऋण, 1946	51,800.00	51,800.00	1,554.00

..	174.00	दिया गया ब्याज	172.26		10
		सरकार को बी गई फीस	1.74		
			174.00		
..	4,893.00	दिया गया ब्याज	4,790.06		11
		सरकार को बी गई फीस	48.94		
		स्त्रों पर आयकर की कटौती	54.00		
			4,893.00		
..	45.00	दिया गया ब्याज	44.54		12
		सरकार को बी गई फीस	0.46		
			45.00		
..	219.00	दिया गया ब्याज	216.80		13
		सरकार को बी गई फीस	2.20		
			219.00		
..	1,554.00	दिया गया ब्याज	1,538.46		14
		सरकार को बी गई फीस	15.54		
			1,554.00		

1	2	3	4	5	6
लखनऊ					
15. नगर शिक्षा अक्षय निधि ब्यास अक्षर इंडिया, लखनऊ	सचिव, नगर शिक्षा अक्षय निधिन्यास, इंडिया लखनऊ	3 प्रतिशत रूपांतरण ऋण, 1946	16,600.00	36,000.00	2,588.45
		5 वर्षीय डाकघर सावधि जमा	19,400.00		
16. कप्तान कु. इंद्रजीत सिंह एम सी आई एम एस, स्मारक अनुसंधान छात्रवृत्ति अक्षय निधि मिर्जापुर	प्रधानाचार्य मेडिकल कॉलेज लखनऊ	3 प्रतिशत रूपांतरण ऋण 1946	1,06,600.00	1,06,600.00	3,198.00
17. गिरोडी कायस्थ पाठशाला अक्षय निधि ब्यास	प्रबंधक समिति, जिसके मिर्जापुर के कलक्टर ववेन सभापति हैं और स्व. मुंशी विदेश्वरी प्रसाद प्लीडर के संपदा के निष्पादक जिसके सचिव हैं।	3 प्रतिशत रूपांतरण ऋण, 1946	1,600.00	9,150.00	861.55
		5 वर्षीय डाकघर सावधि जमा	7,550.00		

7	8	9	10	11	मामला संख्या
.. 2,588.45	दिया गया ब्याज सरकार को दी गई फीस	2,562.57 25.88	द.		15
		2,588.45			
.. 3,198.00	दिया गया ब्याज सरकार को दी गई फीस	3,166.02 31.98			16
		3,198.00			
.. 861.55	दिया गया ब्याज सरकार को दी गई फीस	852.94 8.61			17
		861.55			

1	2	3	4	5	6
पांडेचेरी	एन. एस. एस. धार. सी.				
भूतपूर्व सैनिकों के पुनर्वास और पुनर्निर्माण के लिए विशेष निधि	सचिव, राज्य और सैनिक बोर्ड, पांडेचेरी	5½ प्रतिशत कृषि पुनर्वित्त बांड	1,000.00	1,000.00	230.00
2. डाक्टर एम. के. राम-भाषन स्मारक पुरस्कार निधि	प्रधानाचार्य, जवाहरलाल स्मृतकोत्तर आयुर्विज्ञान शिक्षा संस्थान और अनुसंधान, पांडेचेरी	5 वर्षीय डाकघर सावधि जमा	1,000.00	1,000.00	118.30
3. श्रीमती, सुशीला सखवा-रावजली यादगार निधि	—तद्वैव—	5 वर्षीय डाकघर सावधि जमा	1,000.00	1,000.00	118.30
4. श्री एम. सत्यरावजी केटियार स्मारक पत्रक निधि	—तद्वैव—	5 वर्षीय डाकघर सावधि जमा	1,000.00	1,000.00	133.10

7	8	9	10	11	मामला संख्या
रु.	रु.	रु.	रु.		
(v) 1000.00	1230.00	विया गया ब्याज सरकार को दी गई फीस अन्य अदायगियां	227.70 2.30 1000.00	(v) 5½ प्रतिशत कृषि पुनर्वित्त बांड की परिपक्व राशि निधि प्राधिकारियों को वापस कर दी गई।	1
			1230.00		
.. 118.30		विया गया ब्याज	366.00		2
.. 118.30		सरकार को दी गई फीस	3.70		3
.. 133.10					
	369.70		369.70		4

## पंजाब

भारत और पाकिस्तान के बीच केन्द्रीय पूर्त अक्षय निधियों से संबंधित प्रतिभूतियों का विभाजन न हो सकने के कारण प्रतिभूतियों की सूची तैयार नहीं की जा सकी।

प्रमाणित किया जाता है कि उपर्युक्त विवरण के भाग II में प्रवर्णित बताया रकमें, भारतीय पूर्त अक्षय निधि के कोषपाल के पास धारित संबंधित पूर्त अक्षय निधियों के ब्योरेवार प्रांकड़ों से मेल खाती है।

[सं. एफ./1/1/86-सी सी ई]

के. पी. वैकटेश्वरन, कोषपाल, भारतीय पूर्त अक्षय निधि

**MINISTRY OF FINANCE**  
(Office of the Treasurer of Charitable Endowments for India)

New Delhi, the 15th June, 1986

S.O. 3269.—The following list of properties and of securities as on the 31st March, 1986 and abstract of accounts of interest for the year 1985-86 in respect of Charitable Endowments (Central) held by the Treasurer of Charitable Endowments for India or his agents under the Charitable Endowments Act, 1890 (6 of 1890), are published for general information.

**Part I—List of properties other than Securities.**

Sl. No.	Particulars of Vesting order		Name of Endowment	Administrators of property	Property held			Remarks
	No.	Date			Description	value	Annual Income, if known	
1	2	3	4	5	6	7	8	9
<b>INDIA</b>								
1.	Ministry of Health Notification No. F. 14-26/61-Instt. as amended by the Ministry of Health & Family Welfare Notification No. S. 22020/11/76-MC(MS).	31-8-1962        31-8-1977	Pasteur Institute of India	Administrator of the Pasteur Institute of India	1. Anti-Rabies Research Centre Building Kasauli. 2. Lady Linlithgo Sanatorium Building, Kasauli. 3. Shelton Lodge, Kasauli.	Rs. 2,23,200.00  22,18,700.00  26,000.00	Rs. Nil	
2.	Ministry of Defence Notification No. S.R.O. 250.	19th July, 1960	Farm Fund of the Kumaon Regimental Farm at Kamola and Udaipuri.	Board of Administration of the Fund.	Kamola Tehsil Kaladhugi, District Nainital. 1. Dispensary (30 ft. x 24 ft.) 2. Thimayya Lodge (30 ft. x 24 ft.) 3. Guest House No. 1 (30 ft. x 35 ft.) 4. Guest House No. 2 (28 ft. x 26 ft.)	4,000.00  4,000.00  5,000.00  3,500.00	Nil	
<b>MAHARASHTRA</b>								
1.	G.I.H.D. Education No. 433	27th May 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janardan Ganpatrao and Shri Naval H. Tara.	"Victoria Building"—All that piece of freehold, situated in the Fort on the eastern side of Parsi Bazar Street, at or near the Elphinstone Circle with the messuages, tenements and buildings thereon known as "Victoria Building" containing by admeasurement 482-3/4 sq. yards of [thereabouts.	1,30,870.00	54,396.00	The annual Income & Valuation of Sr. No. 1 to 15 are shown in Col. Nos. 7 & 8 as per letter No. C/2/2189 dated 2-5-1986 of Shri P.N. Kumar Secretary to the Board of Management of Bombay Property of the Indian Institute of Science, Bombay House, Homi Mody Street, Bombay-23.
2. & 3.	Do.	Do.	Do.	Do.	"Albion Place and Alexandra Terrace"—All that piece of land, situated at Byculla on the eastern side of Parel Road with the messuages,	1,19,330.00 3,27,190.00	40,836.00 1,64,556.00	

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
					tenements and buildings, thereon, with their out-houses and stables known as "Albion Place and Alexandra Terrace" containing by admeasurement 11,104 sq. yards or thereabouts.			
3. (A)G.A.I.H.D. Education No. 433	27th May, 1909	The Indian Institute of Science	The Collector of Bombay Shri Janardan Ganpatrao 'Bodhe and Shri Nayal-H Tata.	New Construction being a building now known as "Hotel Heritage built on portion of land admeasuring 11,104 sq. yards or thereabouts situated at Byculla on the eastern side of Parel Road, now known as Dr. Ambedkar Road.	18,89,281.57	2,97,644.40		
4. & 5. Do.	Do.	Do.	Do.	(i) "Reay House" and (ii) "Sandhurst House"	1,43,190.00 1,42,100.00	29,256.00 32,472.00		
				—All that piece or parcel of Leasehold land, situated on the Apolo Reclamation, in the Island of Bombay; containing by admeasurement 2,004-8/9 square yards with the two buildings thereon, known as "Reay House" and "Sandhurst House".				
6, & 7. Do.	Do.	Do.	Do.	"Rosevelt House or Ezra House" or SGS House	1,33,220.00 11,11,209.30	38,988.00 2,40,000.00		
				—All that piece or parcel of Leasehold land, situated on the Apollo Reclamation, containing by admeasurement 533 square yards and 3/9 of another square yard, with the buildings thereon, known as the "Rosevelt House or Ezra House" and secondly all that piece of leasehold land also situated on the Apollo Reclamation, in the Island of Bombay containing by admeasurement 573 square yards and 3/5 of another square yards with the buildings thereon one of which is known as S.G.S. House Constructed in the year 1980.				

1	2	3	4	5	6	7	8	9
						Rs,	Rs,	
8 & 9.	G.A.I.H.D, Education No. 433	27 May, 1909	The Indian Institute of Science	The collection Bombay, Shri Janaraden Ganpatrao Bodhe and Shri Naval H. Tata.	"Sargent House" and "Jenkins House"—All that piece or parcel of land, situated on the Apollo Reclamation in the Island of Bombay containing by admeasurement 3487-2/9 square yards with the buildings thereon known as "Sargent House" and "Jenkins House".	2,71,830.00 2,86,080.00	67,056.00 65,868.00	
10.	Do.	Do.	Do.	Do.	"New Shamji Buildings" now known as "Station Terraces." Sleater Road. All that piece of land of Foras tenure admeasuring 2,290 square yards or thereabouts with the several messuages, tenements or dwelling houses known as "New Shamji Buildings Extension" now known as the "Station Terraces" Situated on the South side of the Sleater Road, Bombay.	2,53,990.00	59,324.00	
11.	Do.	Do.	Do.	Do.	"Candy House"—All that piece of leasehold land, situated on the Apollo Reclamation, in the Island of Bombay, containing by admeasurement 529-6/9 square yards known as "Candy House".	1,35,620.00	24,744.00	
12&13.	Do.	Do.	Do.	Do.	"Land near Albion Palace and Alexandra Terrace"—All that piece of land containing by admeasurement 8,570 square yards or thereabout, registered by the Collector of Bombay with other land situated at Byculla on the eastern side of Parel Road in the city of Bombay together with messuages, tenement and dwelling houses standing thereon known as "Land near Albion Palace and Alexandra Terrace."	79,347.00	3,048.00	107-8/9 square yards acquired by the Land Acquisition Officer for the city of Bombay.

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
14. G.I.H.D. Education No. 433	27 May, 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janaraden Ganpatrao Bodhe and Shri Naval H. Tata.	"Land at Parel Tank Road" (Wageshri Hill.) Firstly—All that piece of land admeasuring 67,057 square yards or thereabouts whereof 7,021 sq. yards is Government Toka land and 2,189 sq. yards is recently assessed Govt. Land and remaining is Inam land situated at Parel on the Public Road leading to Parel Government Tank known as "Land at Parel Tank Road" (Wageshri Hill.) Secondly—All that piece of vacant Inam land admeasuring 6,005 square yards or thereabouts situated at Parel. Thirdly—All that piece of vacant land of the Government Toka Tenure containing by admeasurement 1,058 square yards or thereabouts situated at and on the south side of Golangi Hill Road at Parel in the city of Bombay. Fourthly—All that piece of vacant Government Toka land containing by admeasurement 566 square yards or thereabouts situated at and on the south side of Golangi Hill Road at Parel in the City of Bombay.		9,873.65	Nil	Out of 74,686 square yards 15,575.80 square yards acquired by Government under land Acquisition Act for the construction of the work of the Tata-Hydro-Electric Power Supply Co. Ltd. in connection with its transmission lines and 34,471.52 square yards subsequently acquired in 1922 by the Land Acquisition Officer. A portion of the land at Parel Tank Rd. admeasuring 2,043.88 square yards of C/S No. 1/202 part and 623.33 square yards of C-S. No. 203 part has been acquired by the Bombay Municipal Corporation for the purpose of construction of Water Reservoir under Section 12(2) of the Land Acquisition Act 1 of 1894. The sum of Rs. 1 lakh was paid by Sir Ratan Tata Trust, lessees of the land for purchasing their reversionary rights to convert the land into freehold as approved by Ministry of Education & Culture (Department of Education) Government of India vide letter No. F. 8-23/80 T. 6 dt. 17-3-1981 pending necessary directions from the Government of India to remit



1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
								the said sum to Indian Institute of Science Bangalore, the amount is kept with the administrators.
15. G.R.E.D. No. 433	27th May 1909	The Indian Institute of Science	The Collector of Bombay Shri Janardan Ganpatrao Bodhe and Shri Naval H. Tata.	"Hempton Court" All that piece of land situated on the West side of the Colaba Road "Hempton court" at Colaba within the city and Registration Subdistrict of Bombay containing by admeasurement 2,020 sq. yards or thereabout and bounded as follows : that is to say on or towards the North by the Property of the Trustees of Sir Currimbhoy Abraham Baronetcy Trust, on or towards the South by the Road of Police Chowkey on or towards the East by Colaba Road and on or towards the West by Wodehouse Road, and which said piece of land is registered in the books of the Collector of Bombay under Rent Roll No. 8509 and bear Cadestral Survey No. 48 of Colaba Division together with the buildings and erections standing thereon assessed by the Municipality of Bombay under Award No. 213, 214 and Street Nos. 158 and 125 of Colaba Road and Wodehouse Road and Street No. 154 of Lower Colaba Road respectively.	16,51,821.48	2,63,244.00		
16. G.R.E.D. No. 452	7th March, 1906	Sir Jamsetjee Jejeebhoy Parsee Benevolent Institution	The secretary, Sir Jamsetjee Jejeebhoy Parsee Benevolent Institution Bombay	A piece of land with dwelling house and building situated at Hornby Road, Fort, Bombay admeasuring 1,688 square yards.	3,90,002.59	3,204.00		The annual Income & Valuation of Sr. No. 16 & 17 as shown in col. Nos. 7 & 8 is as per letter No. E/202 dated 25-4-1986 of Shri K.D. Shroff Secretary Sir J. J.P.B. Institution, 209, Dr. D.N. Road, Fort, Bombay 400023.

1	2	3	4	5	6	7	8	9
						Rs.	Rs.	
17. G.R.E.D. No. 1778	10th July, 1912	Do.	Do.		All that piece or parcel of freedhold land with messuage tenement or stables standing thereon, situated at Gola Lane, Fort, Bombay admeasuring 173 and 62 square yards or thereabouts.	12,000.00	Nil	-do-
<b>TAMIL NADU</b>								
1. No. 46-Education and No. 389-Education	5th April, 1904 and 25th June, 1904	Endowment of the Madras, Military Female Orphan Asylum.	Secretary and Correspondent, St. George School and Orphanage, Madras.		Land in Madras bearing Survey No. 232 and measuring 15 cawnies 18 grounds and 1678 sq. ft. with the buildings thereon known as "Madras Military Female Orphan Asylum".	Nil	Nil	The property is in the occupation of the Civil Orphan Asylum in consideration of the maintaining and educating additional girls in addition to the girls of the Asylum such as were formerly admitted to the Madras Military Female Orphan Asylum.
<b>UTTAR PRADESH</b>								
1. Government of U.P. Education Deptt. Notification Nos. 602/XV-301 808-G/XV/619/1923	2nd April 1918 and 29th November, 1923 respectively	Giraundi Kayastha Pathasahala Endowment Trust, Mirzapur	A Committee of Management consisting of the Collector Mirzapur as Ex-Officio-Chairman and Executors of the Estate of the late Munshi Bindeshwari Prasad, Pleader.	(a) Three houses situated in Mohalla Welleslygunj, Distt. Mirzapur bounded as follows: South—House of Sri Piyare Lal. North—House of Musammat Jhunna. West—Government Road, East—House of Sri Sumer Sonar. (2) South—House of Munshi Bindeshwari Prasad, Vakil, North—Mosque, West—House of Shri Rameshwar Teli. East—Road. (3) South—House of Sri Budhu North—House of Munshi Bindeshwari Prasad Vakil. West—House of Musammat Umrao East—Road. (b) A grove situated in Mauza Giraundi, Tehsil, Chunar, District Mirzapur. (c) Pathshala in Mauza Giraundi, Tehsil Chunar, District Mirzapur situated in the grove mentioned in (b) above.		600.00 600.00 600.00 600.00 50.00	36.00 36.00 36.00 15.00 Nil	

**PUNJAB**

Pending apportionment of properties relating to Central Charitable Endowments between India and Pakistan the list of properties could not be prepared.

## PART II—List and abstract

Case No.	Name of endowment	Persons in whose behalf held	Particulars of Securities	Total of Securities		Cash
						Interest or dividend realised
1	2	3	4	5	6	7
<b>INDIA</b>						
				Rs.	Rs.	Rs.
1. Khandpara State Trust Fund.	Board of Trustees, Khandpara State Trust Fund	5 year Post Office Time Deposit		30,600.00	30,600.00	3,297.35
2. Armed Forces Benevolent Fund.	Armed Forces Benevolent Fund-General Committee	3% Conversion loan, 1946		8,00,400.00	8,00,400.00	2,4012.00
3. St. Dunstan's (India) Fund	Board of Trustees, St. Dunstan's (India) Fund.	3% Conversion Loan, 1946 4-3/4% Loan, 1989		92,900.00 15,000.00	1,07,900.00	3,427.50
4. Thomas Reed Bell Memorial Fund.	The President, Forest Research Institute and Colleges, Dehra Dun.	3% Conversion Loan, 1946.		3,100.00	3,100.00	93.00
5. Pasteur Institute of India	Administrator of the Pasteur Institute of India.	3% Conversion Loan 1946 5 year Post Office Time Deposit		66,900.00 1,41,650.00	2,08,260.00	18,440.65

## Account of Securities Receipts

Other Cash receipts		Total Cash receipts		Cash Expenditure	Balance in Cash	Remarks	Case No.
				Payments			
8		9			10	11	12
Rs.	Rs.	Rs.	Rs.	Rs.			
..	3,297.35	Interest remitted Fee paid to Govt.	3,264.40 32.95	..	..		
			3,297.35				
..	24,012.00	Interest remitted Fee paid to Govt.	23,771.90 240.10	..	..		2
			24,012.00				
..	3,427.50	Interest remitted Fee paid to Govt.	3,393.20 34.30	..	The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.		
			3,427.50				
..	93.00	Interest remitted Fee paid to Govt.	92.10 0.90	..	..		4
			93.00				
..	18,440.65	Interest remitted Fee paid to Govt.	18,256.20 184.45	..			5
			18,440.65				

1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
6. National Foundation for Teacher's Welfare.	General Committee National Foundation for Teachers' Welfare	5 year Post Office Time Deposit.		894,47,550.00	894,47,550.00	101,39,512.55
7. Sarda Ranganathan Endowment for Library Science.	Committee of Management of the Fund.	5 year Post Office Time Deposit.		7,00,000.00	7,00,000.00	75,429.45
8. Banubal Byramji Kanga Trainees Welfare Fund of the Training Centre for the Adult Blind, Dehra Dun.	The Director, National Institute for the visually Handicapped, Dehra Dun	5 year Post Office Time Deposit.		54,350.00	54,350.00	5,965.80
9. Flag Day Fund.	Managing Committee, Flag Day Fund.	3 % Conversion Loan, 1946		4,20,000.00	4,20,000.00	11,340.00
10. War Bereaved and Disabled Servicemen Special Relief Fund.	Managing Committee War Bereaved and Disabled Servicemen Special Relief Fund	5 Year Post Office Time Deposit.		2,00,00,000.00	2,00,00,000.00	23,66,125.00
11. Lady Hardinge Hospital, for Women and Children Delhi, Fund.	Board of Administration, Lady Hardinge Medical College & Smt. S.K. Hospital	5-Year Post Office Time Deposit.		1,02,650.00	1,02,650.00	12,144.15
8	9	10	11	12	13	14
Rs.	Rs.		Rti	Rs.		
(a) 150,00,000.00	251,39,512.55	Interest remitted Fee paid to Govt. Investment in 5 year P.O.T.D.	100,38,117.33 1,01,395.22 150,00,000.00  251,39,512.55	..	(a) Represents: Received from Fund authorities for investment in 5 year POTD	6
(b) 5,00,000.00	575,429.45	Interest remitted Fee paid to Govt. Other Deposit	74,675.17 754.28 5,00,000.00  5,75,429.45	..	(b) Represents redemption proceeds of 5 year P.O.T.D. since re-invested in 5 year P.O.T.D.	7
..	5,965.80	Interest remitted Fee paid to Govt.	5,906.15 59.65 5,965.80	..		8
..	11,340.00	Interest remitted Fee paid to Govt.	11,226.60 113.40 11,340.00	..	The interest shown (under column 6) is ex- clusive of income tax and sur- charge deducted at source.	9
..	23,66,125.00	Interest remitted Fee paid to Govt.	23,42,463.75 23,661.25 23,66,125.00	..		10
..	12,144.15	Interest remitted Fee paid to Govt.	12,022.70 121.45 12,144.15	..		11

1	2	3	4	5	6	7
12. National Children's Fund	Board of Trustees of the Fund.	5-Year Post Office Time Deposit.	1,23,00,000.00	1,23,00,000.00	14,29,847.60	
13. The Indian People's Famine Trust.	Board of Management New Delhi.	3% Conversion Loan, 1946.	32,78,400.00	32,78,400.00	98,352.00	
14. The Jewish Charitable Endowment Fund.	Mussa Board Calcutta.	3% Conversion Loan, 1946.	38,000.00	97,350.00	7,421.35	
		5-Year Post Office Time Deposit.	59,350.00			
15. National Workers Relief Fund.	National Workers, Relief Fund Board, Chandigarh,	5-Year Post Office Time Deposit.	20,750.00	20,750.00	2,235.95	
16. National Welfare fund for Sports persons	General Committee of the Fund.	5-Year Post Office Time Deposit.	1,00,000.00	1,00,000.00	10,775.65	
17. Special Fund for Reconstruction and Rehabilitation of Ex-servicemen and their families.	Board of the administrator Chandigarh	5-Year Post Office Time Deposit.	1,33,350.00	1,33,350.00	14,369.30	
18. Post War Services Reconstruction Fund	Board of the Administrator	5-year Post Office Time Deposit.	17,350.00	17,350.00	1,869.55	
19. National Handicapped Welfare Fund	Board. of Administrator	5-Year Post Office Time Deposit.	1,00,000.00	1,00,000.00	11,830.60	
7	8	9	10	11	12	13
Rs.	Rs.		Rx.	Rs.		Case
(c)10,00,000.00	24,29,847.60	Interest remitted	14,15,549.17	.. (c) Represents : Received from Fund Authorities for deposit in 5-year P.O.T.D.		12
		Fee paid to Govt.	14,298.43			
		Investment in 5 year P.O.T.D.	10,00,000.00			
			24,29,847.60			
	98,352.00	Interest remitted	97,368.50	.. The interest shown (under column 6) is exclusive income-tax and surcharge deducted at source.		13
		Fee paid to Govt.	983.50			
			98,352.00			
	7,421.35	Interest remitted	7,347.10			
		Fee paid to Govt.	74.25			14
			7,421.35			
	2,235.95	Interest remitted	2,213.60	.. (d) Received from fund authorities for deposit in 5-year P.O.T.D.		1
		Fee paid to Govt.	22.35			
			2,235.95			
(d)15,00,000.00	15,10,775.65	Interest remitted	10,667.90			16
		Fee paid to Govt.	107.75			
		5-Year P.O.T.D.	15,00,000.00			
			15,10,775.65			
	14,369.30	Interest remitted	14,225.60	..		17
		Fee paid to Govt.	143.70			
			14,369.30			
	1,869.55	Interest remitted	1,850.85	..		18
		Fee paid to Govt.	18.70			
			1,869.55			
	11,830.60	Interest remitted	11,712.30	..		19
		Fee paid to Govt.	118.30			
			11,830.60			

1	2	3	4	5	6	7
<b>MAHARASHTRA</b>						
1. Indian Institute of Science (Bangalore Properties)	The Council of the Indian Institute of Science, Bangalore.	5-Year Post Office Deposit.	Time	2,150.00	2,150.00	231.65
2. Indian Institute of Science (Bombay Properties)	The Council of the Indian Institute of Science, Bangalore.	3% Conversion Loan 1946 5-1/2% Loan 2000 (Old) 5-Year Post Office Deposit.	Time	10,22,800.00 1,40,300.00 68,500.00	12,31,600.00	45,781.80
3. Fakirjee Cowasjee of Karachi Scholarship Fund.	Captain Superintendent, Trainingship 'Refendra' Opp. New Ferry Warf, Bombay-9.	3% Conversion Loan, 1946		60,000.00	60,000.00	1,800.00
4. Chatfield Memorial Prize Fund.	1. Principal, Training College for Men, Poona. 2. Principal Training College for Men, Dharwar. 3. Principal Training College for Men, Ahmedabad.	3% Conversion Loan, 1946		200.00	200.00	6.00

7	8	9	10	11	12	Case No.
Rs.	Rs.		Rs.	Rs.		
		Other Payments	2150.00		(e) Repayment proceeds of 5-year P.O.T.D. for Rs. 2150.00 has been reinvested in 5-year P.O.T.D.	1
(e) 2,167.00	2,398.65	Interest remitted Fee paid to Govt.	229.33 2.32	17.00		
			2,381.65			
		Other payments	10,700.00			
(f) 10,727.02	56,508.82	Interest remitted Fee paid to Govt. I.T.D. @ 10%	41,483.99 457.81 3,840.00	R 27.02	(f) Repayment proceeds of 5-year P.O.T.D. for Rs. 10,700.00 has been reinvested in 5-Year P.O.T.D. The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	2
	1,800.00	Interest remitted Fee paid to Govt.	1,782.00 18.00			3
			1,800.00			
(g) 83.15	89.15	Fee paid to Govt.	0.06	89.09	(g) Represents: Opening balance.	4
			0.06			

1	2	3	4	5	6
				Rs.	Rs.
5. Ganesh Balwant Limaye Scholarship Fund.	Director of Education, Maharashtra State, Pune.	3% Conversion Loan, 1946	56,000.00	56,000.00	1,680.00
6. Sir William Moore Memorial Fund.	Director of Health Services, Maharashtra State Bombay.	3% Conversion Loan, 1946	1,100.00	1,100.00	33.00
7. Kazi Shahabudin Endowment for the betterment of Education among Mohamedans in the Bombay Presidency.	Director of Education, Maharashtra State, Pune.	3% Conversion Loan, 1946 5-year Post Office Time Deposit.	1,45,300.00 } 5,100.00 }	1,50,400.00	4,908.55
8. Fund for Prizes in English in connection with the S.C.C. Examination	Director of Education, Maharashtra State, Pune	3% Conversion loan. 1946 5-Year Post Office Time Deposit.	400.00 } 3,000.00 }	3,400.00	335.25
9. Sir Sasson David Trust Fund for Agriculture and Educational purposes	Board of Trustees of the Fund C/o Secy. to Govt. of Maharashtra, Agriculture and Cooperation. Deptt. Bombay.	5-year Post Office Time Deposit.	7,51,100.00	7,51,100.00	88,859.80

7	8	7	10	11	Case No
Rs.	Rs.		Rs.	Rs.	
..	1,680.00	Interest remitted	1,495.20	..	5
		Fee paid to Govt.	16.80		
		I.T.D. @ 10%	168.00		
			1,680.00		
..	33.00	Interest remitted	28.66	..	6
		Fee paid to Govt.	0.34		
		I.T.D. @ 10%	4.00		
			33.00		
..	4,908.55	Interest remitted	4,423.45	..	7
		Fee paid to Govt.	49.10		
		I.T.D. @ 10%	436.00		
			4,908.55		
		Other payments	3000.00		
(h)	3,000.00	Interest remitted	329.90	..	
		Fee paid to Govt.	3.35		
		I.T.D. @ 10%	2.00		
			3,335.25		
..	88,859.80	Interest remitted	87,971.20	..	9
		Fee paid to Govt.	888.60		
			88,859.80		

(h) Repayment proceeds of 5-year P.O. T.D. for Rs. 3000.00 has been re-invested in 5-year P.O.T.D.

1	2	3	4	5	6
				Rs.	Rs.
10. After-care Fund in connection with the Bombay State Probation and After-care Association.	President Maharashtra State Probation and After-care Association B.I.T. Block No. 33, King's Circle Matunga. Bombay-19.	3% Conversion Loan, 1946 5-Year Post Office Time Deposit,		7,000.00 } 14,000.00 }	21,000.00 1,866.30
11. Imperial Indian Relief (Scholarship) Fund.	Director of Education, Maharashtra State, Pune.	3% Conversion Loan, 1946		25,200.00	25,200.00 756.00
12. Savitribai Krishnarao Uplap Scholarship Fund.	Do.	3% Conversion Loan, 1946		12,800.00	12,800.00 384.00
13. Bombay Provinces Agricultural Show Fund.	Director of Agriculture, Maharashtra State, Pune.	3% Conversion Loan, 1946 7-year Small Savings Bond.		4,16,000.00 2,000.00	4,18,000.00 12,480.00
14. Dr. Ramachandra Shivaji Poredi Scholarship Fund	Director of Education Maharashtra State, Pune.	3% Conversion Loan, 1946		11,100.00	11,100.00 333.00
15. Sir Cusrow Wadia Trust-Fund.	Chairman of the Governing Body of the Fund C/o Secy. to Govt. of Maharashtra, Agriculture & Co-operation Deptt. Bombay.	6% Maharashtra State Development Loan, 1986.		12,94,200.00	12,94,200.00 77,652.00

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.	
	1866.30	Interest remitted Fee paid to Govt. I.T.D. @ 10%	1827.64 18.66 20.00 <hr/> 1,866.30		10
	756.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	672.44 7.56 76.00 <hr/> 756.00		11
	384.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	342.16 3.84 38.00 <hr/> 384.00		12
	12,480.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	11,107.20 124.80 1,248.00 <hr/> 12,480.00		13
	333.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	295.66 3.34 34.00 <hr/> 333.00		14
(1) 42.00	77,694.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	69,109.48 776.52 7,766.00 <hr/> 77,652.00	42.00 (i) Represents opening balance	15



1	2	3	4	5	6
16. Post-War Service Re-construction Fund (Rajasthan Share).	Secretary of the Fund C/o Maharashtra State S.S. & A. Board, Pune-1.	5-Year Post Office Time Deposit 3% Conversion Loan 1946	9,900.00 } 1,200.00 }	11,100.00	1,139.70
17. War Memorial Fund for Indian Merchant Sea men, 1947.	Committee of Management of the Indian Sailors' Home Society, Masjid Bunder Siding Road, Bombay-9.	3% Conversion Loan, 1946	21,32,900.00	21,32,900.00	63,987.00
18. Homi Mehta Victory Thanks giving Fund (Rajasthan Share).	Secretary of the Fund C/o Maharashtra State S.S. & A. Board, Pune-1.	3% Conversion Loan, 1946 5-3/4% Loan 2003. 6% Maharashtra Loan, 1984.	800.00 } 100.00 } 400.00 }	1,300.00	77.06
19. L.V. Mandke Prize Fund.	Director of Education Maharashtra State, Pune.	3% Conversion Loan, 1946	1,600.00	1,600.00	48.00
20. Miss Manikbai Shinde Prize Fund.	Do.	Nil	Nil	Nil	30.00

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.	
(J) 35.00	1,174.70	Interest remitted Fee paid to Govt.	1,128.30 11.40	35.00 (J) Represent : Opening balance	16
			1,139.70		
	63,987.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	56,949.12 639.88 6,398.00		17
			63,987.00		
(K) 4.00	81.06	Interest remitted Fee paid to Govt.	76.29 0.77	4.00 (K) Represent Opening balance.	18
			77.06		
	48.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	43.52 0.48 4.00		19
			48.00		
(L) 1,000.00	1,030.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	25.70 0.30 4.00	1,000.00 (L) Repayment proceeds of 3% Loan 1896-97 for Rs. 1,000.00 are retained in P.L. Account due to non-realisation of challan before 31-3-1986.	20
			30.00		

1	2	3	4	5	6
				Rs.	Rs.
21. Maratha War Memorial Fund.	Hony. Secretary, Maratha War Memorial Fund The Maratha Light Infantry Regimental Centre, Belgaum.	5-1/2% Loan, 2000, (Old) 5-Year Post Office Time Deposit.		9,100.00 } 3,26,200.00 }	3,35,300.00 39,092.00
22. Sh. M.V. Joshi Trust Fund.	Principal, Agricultural College, Pune.	3% Conversion Loan, 1946 5-3/4% Loan 2002.		12,800.00 } 500.00 }	13,300.00 412.74
23. Miss Clarke Memorial Nursing Fund.	Chairman, Bombay Branch of the National Association for supplying Female Medical Aid and Instructions to the Women of India, C/o. Shri R.N. Bhavnagri, S. Bilimoria & Co. Chartered Accountants, 113, Mahatma Gandhi Road, Bombay.	3% Conversion Loan 1946.		11,000.00	11,000.00 330.00
24. Barjorji Manekji Sutarla Prize Fund.	Director of Education, Maharashtra State, Pune.	3% Conversion Loan, 1946		2,000.00	2,000.00 60.00

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.	
..	39,092.00	Interest remitted	38,651.09	..	21
		Fee paid to Govt.	390.91		
		I.T.D. @ 10%	50.00		
			39,092.00		
..	412.74	Interest remitted	368.62	..	22
		Fee paid to Govt.	4.12		
		I.T.D. @ 10%	40.00		
			412.74		
..	330.00	Interest remitted	292.70	..	23
		Fee paid to Govt.	3.30		
		I.T.D. @ 10%	34.00		
			330.00		
..	60.00	Interest remitted	53.40	..	24
		Fee paid to Govt.	0.60		
		I.T.D. @ 10%	6.00		
			60.00		

1	2	3	4	5	6
				Rs.	Rs.
25. Campbell Memorial Medal Fund.	Committee of Management of the Asiatic Society of Bombay Town Hall, Bombay-1.	5-year P.O.T.D.		4,900.00	578.70
26. Sir, Jamsetjee Jejeebhoy Parsee Benevolent Institution.	Secretary, Sir, J.J.P.B. Institution, 209 Dr. Dadabhoy Noroji Road, Fort, Bombay.	13 State Bank Shares. 4½ Loan, 1989 5 Year Post Office Time Deposit. 5-1/2% Loan 1999. 5½% Loan 2002. 6% Loan 1998. 5½ Loan 2003.		1,300.00 500.00 18,12,150.00 10,500.00 3,400.00 11,300.00 15,200.00	18,54,350.00 2,13,292.69
27. Bombay Branch of the National Association for Supplying Female Medical Aid and Instruction to the Women of India.	Treasurer of the Bombay Branch of the National Association C/o. Shri R.N. Bhavnagri S.B. Billimoria and Co., 113 M.G. Road, Bombay-1.	3% Conversion Loan, 1946 5-year Post Office Time Deposit.		2,18,100.00 30,000.00	2,48,100.00 9,775.70
28. Rustomji Jamsetjee Jejeebhoy Gujarati School Fund.	Secretary, Sir J.J. Parsee Benevolent Institution, 209, Dr. D.N. Road, Fort Bombay.	3% Conversion Loan, 1946		72,000.00	72,000.00 2,160.00

7	8	9	10	11	Case No
Rs.	Rs.		Rs.	Rs.	
..	578.70	Interest remitted Fee paid to Govt.	572.91 5.79	..	25
			578.70		
(m) 10,430.88	2,23,723.57	Interest remitted Fee paid to Govt.	2,10,827.28 2,133.41	6,930.88 (m)	26
		Other payments I.T.D. @ 10%	3,500.00 332.00		
			2,16,792.69		
..	9,775.70	Interest remitted Fee paid to Govt. I.T.D. @ 10%	9,023.93 97.77 654.00	..	27
			9,775.70		
..	2,160.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	1,922.40 21.60 216.00	..	28
			2,160.00		

1	2	3	5	5	6
				Rs.	Rs.
29. King Edward Memorial Fund maintained by Ex-Sangli State.	Director of Education Maharashtra State, Pune.	3 % Conversion Loan, 1946	49,100.00	49,100.00	1,509.00
30. C.P. & Berar King Edward Memorial Society Fund.	Secretary to the Governing Body of the King Edward Memorial Society Nagpur.	5 year Post office Time Deposit 3 % Conversion Loan, 1946	1,85,900.00 2,42,800.00	4,28,700.00	29,847.15
31. C.P. Agriculture and Industrial Improvement Fund.	Secretary to the Governing Body of the Society of Agriculture and Industries Nagpur.	3 % Conversion Loan 1946. 5 year Post office Time Deposit.	1,24,000.00 5,900.00	1,29,900.00	4,355.75
32. Anson Gardiner Memorial Scholarship Fund.	Bishop of Nagpur.	5 year Post office Time Deposit. 3 % Conversion Loan 1946.	3,800.00 400.00	4,200.00	461.55
33. Saubhagyawati Krishnabai Bal Krishna Sule prize Fund.	Appointment of the Administrator is under consideration of Education Department Madhya Pradesh.	5 year Post Office Time Deposit.	200.00	200.00	23.67
34. R.B. Bhanduji Janardhan Chaubal Prize Fund.	Appointment of the Administrator is under consideration of Education Department, Madhya Pradesh.	5 year Post Office Time Deposit.	900.00	900.00	106.48

  

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.	
(n) 1,200.00	2,709.00	Interest remitted Fee paid to Govt. I.T.D. — 10 %	1,341.90 15.10 152.00	1,200.00	(n) Repayment proceeds of 3 % Loan 1996-97 for Rs. 1,200.00 are retained in P.L. Account due to non-realisation of challan before 31-3-1986.
			1,509.00		
(o) 19,000.00	48,847.15	Interest remitted Fee paid to Govt. I.T.D. — 10 %	28,764.68 298.47 784.00	19,000.00	(o) Repayment proceeds of 3 % Loan 1996-97 for Rs. 19,000.00 are retained in P.L. Account due to non-realisation of challan before 31-3-1986.
			29,847.15		
..	4,355.75	Interest remitted Fee paid to Govt. I.T.D. — 10 %	3,940.19 43.56 372.00	..	
			4,355.75		
..	461.55	Interest remitted Fee paid to Govt. I.T.D. — 10 %	454.93 4.62 2.00	..	
			461.55		
(p) 66.64	90.31	Interest remitted Fee paid to Govt.	.. 0.25	90.06	(p) Represents : Opening balance
			0.25		
(p) 309.94	416.42	Interest remitted Fee paid to Govt.	.. 1.06	415.36	(q) Represents : opening balance
			1.06		

1	2	3	4	5	6
35. Browning Scholarship and Browning Teachers Scholarships Fund.	Collector, Nagpur.	3 % Conversion Loan 1946. 5 Year Post Office Time Deposit.	Rs. 11,600.00 2,200.00	Rs. 13,800.00	Rs. 585.05
36. The George Prize Fund.	Conservator of Forests, North Chandrapur Circle Chandrapur.	3 % Conversion Loan 1946.	1,200.00	1,200.00	36.00

## TAMILNADU

1. Victoria Jubilee Scholarship Endowment Fund at Mangalore.	A Committee consisting of (1) Dt. Judge, South Kanara (2) President, District, Board, S. Kanara (3) The Chairman, Municipal Council, Mangalore and (4) District Educational Officer, South Kanara with the District Judge, South Kanara as President.	3 % Conversion Loan 1946.	35,400.00	35,400.00	1,593.00
2. Jonnagadla Ranglah Chetty Collegiate Scholarship Endowment, Fund at Madras.	The Director of Collegiate Education, Madras.	5 year P.O.T.D. 3 % Conversion Loan 1946 6-3/4 % T.N. Loan 1992 6-1/2 % Tamil Nadu Loan 1989 5-3/4 % Loan 2001 7-1/2 % Govt. of India Loan 2010	13,000.00 32,400.00 3,200.00 400.00 2,700.00 9,200.00	Rs. 60,900.00	Rs. 2,791.14

7	8	9	10	11	Case No.
..	585.05	Interest remitted Fee paid to Govt. I.T.D. 10 %	545.20 5.85 34.00 585.05	..	35
(r)	1,159.41	1,195.41	Interest remitted Fee paid to Govt. I.T.D @ 10 % 4.36	1,191.05	(r) Represents : opening balance. 36
(s)	1,081.67	2,674.67	Interest remitted Fee paid to Govt. 735.93	1,938.74	(s) Represents : opening balance 1
(t)	11,978.57	14,769.71	Interest remitted Fee paid to Govt. Other payments 10,027.91	4,741.80	(t) Represents : opening balance 11,723.77 Refund of 254.80 Income-tax 2
					11,978.57

1	2	3	4	5	6
3. Grigg Memorial Endowment Fund at Madras.	The Director of Education, Madras & the Collector of Madras.	School Education, Madras & the Collector of Madras.	3% Conversion Loan 1946 5 Year Post Office Time Deposit 7% Govt. of India Loan, 2010	11,500.00 1,100.00 2,600.00	15,200.00 811.05
4. J.M. Bourne Memorial Endowment Fund at Madras.	The Chief Engineer of the Southern Railway, Madras.		3% Conversion Loan 1946 5 year P.O.T.D. 7 1/2% Govt. of India Loan 2010	300.00 1,300.00 1,200.00	2,800.00 235.65

## MADHYA PRADESH

1. Nawab Sultan Jahan Begum Education Endowment, Bhopal.	Board of Governors consisting of the following :- (1) His Highness Sikander Saulat Ifikharul Mulk Nawab Mohammad Hamidullah Khan. (2) Shri Mahabir Prasad Verma formerly Judge of the Bhopal High Court. (3) Shri Mohammed Ahmed Ansari formerly Judge of the Bhopal High Court. (4) Colonel, Yameenul Mulk Nawabzada Rashiduz-Zafar Khan Bahadur, and (5) Matamid ul Insha Aali Guadar Shri Syed Mashuq Ali, Secretary Sarf-e-Khas of His Highness the Nawab of Bhopal.	3% Conversion Loan 1946 3,820 units in the unit Trust of India	9,24,400.00 3,82,000.00	13,06,400.00	65,450.00
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7	8	9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.	
(u) 3,458.28	4,269.33	Interest remitted Fee paid to Govt.	.. 8.11 8.11	4,261.22 (u) Represents 3,419.08 Opening balance. 39.20 Refund of I.T. 3,458.28	3
(v) 631.54	867.19	Interest remitted Fee paid to Govt.	160.00 2.35 162.35	704.84 (v) Represents Opening balance 610.54 Opening balance 21.00 Refund of I.T. 631.54	4
(w) 13,046.18	78,496.18	Interest remitted Fee paid to Govt. Other payment	77,006.87 922.13 478.00 78,407.00	89.18 (w) Represents Opening Balance. The interest shown (under column 6) is exclusive of Income-tax and Surcharge deducted at source.	1

2		3	4	5	6	
				Rs.	Rs.	Rs.
2.	Ram Chandra Thakur Prize Fund	Secretary, Board of Secondary Education, M.P. Bhopal.	3% Conversion Loan 1946	500.00	500.00	13.00
3.	Hardinge Medal Fund	Director of Public Instructions, M.P. Bhopal.	3% Conversion Loan 1946	2,100.00	2,100.00	57.00
4.	Mehew and Spence Silver Medal Fund.	District Education Officer Bilaspur	8-3/4 % M.P.S.D. Loan 2000	500.00	500.00	38.77
5.	Pandit Prem Shanker Ganga Shanker Thaker Scholarship Fund.	Chief Executive Officer, Janapada Sabha, Damoh.	3% Conversion Loan 1946	7,100.00	7,100.00	191.00
6.	Rewa Shankar Pandaya High School Scholarship Fund.	Divisional Superintendent of Education, Jabalpur.	3% Conversion Loan 1946	5,000.00	5,000.00	136.00
7.	Laxmibai Scholarship Fund.	District Educational Officer, Jabalpur.	3% Conversion Loan 1946	2,600.00	2,600.00	70.00
8.	Woodburn Scholarship Fund.	Principal, Rajkumar College, Raipur.	8-3/4 % M.P.S.D. Loan 2000 3% Conversion Loan 1946	2,400.00 8,300.00	10,700.00	414.00
7	8	9	10	11		5
			Rs.	Rs.		
(x)	6.50	19.50	Interest remitted Fee paid to Govt.	19.26 0.24	(x) The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	2
			19.50			
(y)	28.50	85.50	Interest remitted Fee paid to Govt.	84.54 0.96	(y) The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	3
			85.50			
(z)	115.09	153.86	Interest remitted Fee paid to Govt.	57.48 0.66	(z) The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	4
			58.14	95.72		
(i)	95.50	286.50	Interest remitted. Fee paid to Govt.	283.29 3.21	(i) The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	5
			286.50			
(ii)	68.00	204.00	Interest remitted Fee paid to Govt.	201.75 2.25	(ii) The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	6
			204.00			
(iii)	35.00	105.00	Interest remitted Fee paid to Govt.	103.83 1.17	(iii) The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	7
			105.00			
(iv)	251.63	665.63	Interest remitted Fee paid to Govt.	614.10 6.90	(iv) Representi opening balance towards unspent balance of 4% M. P. Loan The interest shown (under column 6) is exclusive of income-tax and surcharge deducted at source.	8
			621.00	44.63		

1	2	3	4	5	6	
				Rs.	Rs.	Rs.
<b>BIHAR</b>						
1. The Woodhouse Memorial Fund.	The Collector, Bhagalpur	5 Years Post Office Time Deposit.		1,100.00	1,100.00	..
2. The Raja Raghunandan Prasad Trust Fund.	The Honorary Treasurer, Bihar SPCA, Sadaq at Ashram, Patna.	3% Conversion Loan 1946		1,600.00	1,600.00	..
3. The Sir Fakhruddin Memorial Gold Medal Fund Bihar, Patna	The Director of Education, Secondary Education, Bihar, Patna.	3% Conversion Loan 1946		1,100.00	1,100.00	..
<b>UTTAR PRADESH</b>						
<i>Aligarh</i>						
1. Tassadduqe Rasul Arabic Scholarship Endowment Trust.	Treasurer, Muslim University, Aligarh	3% Conversion Loan 1946		20,200.00	20,200.00	606.00
2. Sir Syed Ahmed Memorial Trust Fund.	Registrar, Muslim University, Aligarh.	3% Conversion Loan 1946		1,16,000.00	1,16,000.00	3,480.00
3. Sir William Marris Scholarship Endowment Trust	Vice-Chancellor, Muslim University Aligarh	3% Conversion Loan 1946		6,400.00	6,400.00	192.00
<i>Allahabad</i>						
4. Rew Scholarship Endowment Trust.	Principal, Government Inter College, Allahabad.	3% Conversion Loan 1946		4,100.00	4,100.00	123.00
5. Panna Scholarship Endowment Trust.	Director of Education U.P. Allahabad.	3% Conversion Loan 1946		5,200.00	5,200.00	156.00
7	8	9	10	11	Case No	
Rs.	Rs.		Rs.			
..	..	..	..	..	1(Bihar)	
			..		1	
..	..	..	..	..	2	
..	..	..	..	..	3	
..	606.00	Interest remitted. Fee paid to Govt.	599.94 6.06	..	(U.P.)	
			606.00		1	
..	3,480.00	Interest remitted. Fee paid to Govt.	3,445.20 34.80	..	2	
			3,480.00			
..	192.00	Interest remitted. Fee paid to Govt.	190.08 1.92	..	3	
			192.00			
..	123.00	Interest remitted. Fee paid to Govt.	121.76 1.24	..	4	
			123.00			
..	156.00	Interest remitted. Fee paid to Govt.	154.44 1.56	..	5	
			156.00			



1	2	3	4	5	6
				Rs.	Rs.
6. Vizianagram Scholarship Endowment Trust.	Principal, Govt. Inter-College, Allahabad	3% Conversion Loan, 1946	14,800.00	14,800.00	444.00
7. Vizianagram Scholarship Endowment Trust.	Register, Allahabad University, Allahabad.	3% Conversion Loan, 1946	26,000.00	26,000.00	780.00
<i>Varanasi</i>					
8. Sadholal Scholarship Endowment Trust.	Up-Kulpati, Varanaseya Sanskrit Vishwavidyalaya Varanasi.	3% Conversion Loan, 1946	45,000.00	45,000.00	1,350.00
9. Kathaiwad Sanskrit Scholarship Endowment Trust	Do.	3% Conversion Loan, 1946	9,100.00	9,100.00	273.00
10. Rewa Scholarship Endowment Trust.	Principal, Government Higher Secondary School Varanasi.	3% Conversion Loan, 1946	5,800.00	5,800.00	174.00
11. Nagri Pracharini Sabha Endowment Trust.	Secretary, Nagri Pracharini Sabha, Varanasi.	3% Conversion Loan, 1946	1,63,100.00	1,63,100.00	4,893.00
12. Maharaj Kumar Sri Sudhansu Sekhar Singh Deo their apparent of Sonepur Estate Orissa Medal Endowment Trust.	Vice-Chancellor, Varanasi Hindu University, Varanasi.	3% Conversion Loan, 1946	1,500.00	1,500.00	45.00

7	8	9	10	11	Case No.
			Rs.		
	444.00	Interest remitted	439.56		6
		Fee paid to Govt.	4.44		
			444.00		
..	780.00	Interest remitted.	772.20		7
		Fee paid to Govt.	7.80		
			780.00		
..	1,350.00	Interest remitted	1,336.50		8
		Fee paid to Govt.	13.50		
			1,350.00		
..	273.00	Interest remitted.	270.26		9
		Fee paid to Govt.	2.74		
			273.00		
..	174.00	Interest remitted.	172.26		10
		Fee paid to Govt.	1.74		
			174.00		
..	4,893.00	Interest remitted.	4,790.06		11
		Fee paid to Govt.	48.94		
		Income-tax deducted at source	54.00		
			4,893.00		
	45.00	Interest remitted.	44.54		12
		Fee paid to Govt.	0.46		
			45.00		

1	2	3	4	5	6
				Rs.	Rs.
13.	Rani Bhuwan Raj Lakshmi Devi of Basti Endowment Trust.	Registrar, Banaras Hindu University, Varanasi.	3% Conversion Loan, 1946	7,300.00	7,300.00
					219.00
<i>Fourt Garhwal</i>					
14.	Garhwal Kshattriya Education Trust Fund.	Secretary, Garhwal Kshattriya Education Trust Fund, Pauri Garhwal	3% Conversion Loan, 1946	51,800.00	51,800.00
					1,554.00
<i>Lucknow</i>					
15.	Nagar Education Endowment Trust, Upper India, Lucknow	Secretary, Nagar Education Endowment Trust, Lucknow	3% Conversion Loan, 1946	16,600.00	36,000.00
			5-Years Post Office Time Deposit.	19,400.90	
					2,588.45
16.	Captain Kr. Inderjit Singh, M.C.I.M.S. Memorial Research Scholarship Endowment Fund.	Principal, Medical College, Lucknow.	3% Conversion Loan, 1946	1,06,600.00	1,06,600.00
					3,198.00
<i>Mirzapur</i>					
17.	Gairaundi Kayashta Pathshala Endowment Trust.	A Committee of Management consisting of the Collector, Mirzapur, as Ex-Officio Chairman and Executors of the Estate of the late Munshi Bindeshwari Prasad, Pleader,	3% Conversion Loan, 1946	1,600.00	9,150.00
			5-Years Post Office Time Deposit.	7,550.00	
					861.55
<b>PONDICHERRY</b>			<b>N.S.A.R.C.</b>		
1.	Special Fund for Reconstruction & Rehabilitation of Ex-Servicemen.	Secretary, Rajya Sainik Board, Pondicherry.	5-3/4% Agricultural Refinance Bond.	1,000.00	1,000.00
					230.00

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.		
..	219.00	Interest remitted.	216.80		13
		Fee paid to Govt.	2.20		
			219.00		
..	1,554.00	Interest remitted.	1,538.46		14
		Fee paid to Govt.	15.54		
			1,554.00		
	2,588.45	Interest remitted.	2,562.57		15
		Fee paid to Govt.	25.88		
			2,588.45		
..	3,198.00	Interest remitted.	3,166.02		16
		Fee paid to Govt.	31.98		
			3,198.00		
..	861.55	Interest remitted.	852.94		17
		Fee paid to Govt.	8.61		
			861.55		

1	2	3	4	5	6
2. Dr. M.K. Ramanathan, Memorial Prize Fund.	Principal, Jawaharlal Institute of Post-graduate Medical Education and Research, Pondicherry.	5-Years Post Office Time Deposit.	1,000.00	1,000.00	118.30
3. Smt. Suseela Selvaradjaloue, Chettiar Memorial Prize Fund.	Principal, Jawaharlal Institute of Post graduate Medical Education and Research Pondicherry	5-Years Post Office Time Deposit	1,000.00	1,000.00	118.30
4. Shri. N. Selvaradjalou Chettiar Memorial Prize Fund.	Do.	5-Years Post Office Time Deposit	1,000.00	1,000.00	133.10

7	8	9	10	11	Case No.
(v) 1,000.00	1,230.00	Interest-remitted. Fee paid to Govt. Other payments.	227.70 2.30 1,000.00 <u>1,230.00</u>	.. (v) Maturity Value of 5-3/4% Agri. culture refinance Bond refunded to the fund authorities.	1
..	118.30	Interest remitted.	366.00	..	2}
..	118.30	Fee paid to Govt.	3.70	..	3}
..	133.10			..	4}
	<u>369.70</u>		<u>369.70</u>		

**PUNJAB**

Pending apportionment of Securities relating to Central Charitable Endowment between India and Pakistan the list of securities could not be prepared.

Certified that the balance exhibited in Part II of the above Statement agree with the detailed records of the respective Endowments maintained by the Treasurer of Charitable Endowments for India.

[No. F. 1/1/86-TCE]

K. P. VENKATESWARAN, Treasurer of Charitable Endowment for India

